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<b>State:</b>	Arkansas	<b>Filing Company:</b>	Nationwide Life Insurance Company
<b>TOI/Sub-TOI:</b>	A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium		
<b>Product Name:</b>	Nationwide Dest. Architect 2.0 Contract Filing		
<b>Project Name/Number:</b>	Nationwide Dest. Architect 2.0 Contract Filing/		

## Filing at a Glance

Company:	Nationwide Life Insurance Company
Product Name:	Nationwide Dest. Architect 2.0 Contract Filing
State:	Arkansas
TOI:	A03I Individual Annuities - Deferred Variable
Sub-TOI:	A03I.002 Flexible Premium
Filing Type:	Form
Date Submitted:	12/12/2012
SERFF Tr Num:	NWFA-128799572
SERFF Status:	Closed-Approved-Closed
State Tr Num:	
State Status:	Approved-Closed
Co Tr Num:	VACC-0101AOCV
Implementation	05/01/2013
Date Requested:	
Author(s):	Jenny Christiansen, Grace Holland, Leonja Merritt, Darcy L. Spangler, Gayla Pace, Clara Pollard, Jennifer Kamadana
Reviewer(s):	Linda Bird (primary)
Disposition Date:	12/18/2012
Disposition Status:	Approved-Closed
Implementation Date:	
State Filing Description:	

**State:** Arkansas **Filing Company:** Nationwide Life Insurance Company  
**TOI/Sub-TOI:** A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium  
**Product Name:** Nationwide Dest. Architect 2.0 Contract Filing  
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## General Information

Project Name: Nationwide Dest. Architect 2.0 Contract Filing Status of Filing in Domicile: Pending  
Project Number: Date Approved in Domicile:  
Requested Filing Mode: Review & Approval Domicile Status Comments:  
Explanation for Combination/Other: Market Type: Individual  
Submission Type: New Submission Individual Market Type:  
Overall Rate Impact: Filing Status Changed: 12/18/2012  
State Status Changed: 12/18/2012  
Deemer Date: Created By: Jennifer Kamadana  
Submitted By: Jennifer Kamadana Corresponding Filing Tracking Number:

Filing Description:  
RE:Nationwide Life Insurance Company

NAIC # 66869  
FEIN 31-4156830  
NAIC Group # 140

Nationwide Destination Architect 2.0  
Contract: VACC-0101AOCV  
Contract Specifications Page: VABB-0102AO  
Application: VAAA-0107M3

Option and Endorsements  
Nationwide Lifetime Income Track Option: VARR-0101AO  
Commuted Value Endorsement: VAZZ-0121AO  
Roth IRA Endorsement: VAZZ-0104AO  
Qualified Plan Endorsement: VAZZ-0105AO  
IRA Endorsement: VAZZ-0106AO  
CRT Endorsement: VAZZ-0110AO  
SIMPLE IRA Endorsement: VAZZ-0111AO

Nationwide Life Insurance Company ("Nationwide") is filing the above-referenced forms for general use and approval by the Department of Insurance (the "Department"). Upon approval by the Department and acceptance of the SEC, Nationwide will begin utilizing these forms May 1, 2013 or upon acceptance by the SEC. No part of this filing contains any unusual or possible controversial items from normal company or industry standards.

### Description of the Contract

Contract VACC-0101AOCV is an Individual Flexible Purchase Payment Variable Deferred Annuity Contract that may be distributed through third party financial institutions, broker dealers, wirehouse channels, and captive Nationwide agents. The base Contract is written for Non-Qualified issuance only. However, it may also be sold as an Traditional IRA, Roth IRA, SEP IRA, SIMPLE IRA, Beneficially Owned/Inherited IRA, Beneficially Owned/Inherited Roth IRA, Custodial Owned IRA, 401(a) (investment only), 401(k), Beneficially Owned Non-Qualified or Charitable Remainder Trust (CRT). When a Contract is of a type other than non-qualified, the Contract will be issued with the appropriate tax endorsement.

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#### Description of the Contract Specifications Page

Contract Specifications Page VABB-0102AO is new and will be utilized with the Contract.

#### Description of the Application

The Application VAAA-0107M3 is new and will be utilized with the Contract. This is the product specific paper Application that is designed for use with the submitted Contract, and is being filed in "John Doe" format with example data.

Please note: The marks located in the upper left and lower right-hand corners on each of the applications are formatting marks and do not represent variability.

#### Description of the Option

Option VARR-0101AO is new and does not replace any existing form. If elected, this Option is irrevocable. The purpose of the guaranteed lifetime withdrawal benefit provided under this Option is to provide security through an available guaranteed Lifetime Withdrawal Amount for the Determining Life, and if applicable the Joint Determining Life. Therefore, the Option will terminate upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in item 4 of the "Termination" section of the Option. The Option is not available to a beneficially owned Contract.

The Option also allows a Contract Owner to request, on an annualized basis and during his or her lifetime, Surrenders based upon a percentage that corresponds to the age of the Contract Owner. The Option is available to all Contract Owners that are younger than the age of 85 at issuance. Lifetime Withdrawals cannot begin until the Determining Life has attained the age of 59 1/2 (this would be the younger of the Determining Life or Joint Determining Life if the Joint Option feature is elected). The Joint Option feature allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the GLWB Option. The Joint Option feature can only be elected at the time the GLWB Option is issued and may be discontinued based on certain named events as outlined in the GLWB Option. The Joint Option feature is not available if issued as a Charitable Remainder Trust owned Contract.

#### Description of the Endorsements

The Commuted Value Endorsement VAZZ-0121AO is new and will be issued to Contract Owners who purchase Option VARR-0101AO. This Endorsement may be utilized with multiple living benefit options in the future.

The Tax Endorsements are new and will be utilized with the Contract Owner based on the Contract Type elected.

Endorsement (VAZZ-0104AO) - Roth IRA.

Endorsement (VAZZ-0105AO) - Qualified Plan.

Endorsement (VAZZ-0106AO) - IRA or SEP IRA.

Endorsement (VAZZ-0110AO) - Charitable Remainder Trust (CRT).

Endorsement (VAZZ-0111AO) - SIMPLE IRA.

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These tax endorsements will also be utilized with Contract, VAC-0108AO which was approved by the Department on 11/23/2004 (SERFF # USPH-66NQRH417).

The above referenced forms are registered security products and therefore exempt from readability.

#### Target Market

The target market consists of consumers who are interested in market participation while preserving an option for a lifetime withdrawal benefit. The lower costs and fees associated with this product will offer the potential for additional growth for the consumer.

#### Previously Approved Form

The following previously approved forms will be utilized with the Contract.

VAA-0125AO.1, Order Entry Application, approved by the Department on 07/07/2011, DOI # 49211.

VAA-0119AO, Electronic New Business Application, approved by the Department on 10/22/2008, DOI # 40553.

VAR-0146AO.1, One Year Enhanced Death Benefit Option, approved by the Department on 02/06/2012, DOI # 50505.

#### Additional Information

Nationwide's printers use various fonts and layouts; therefore, Nationwide reserves the right to format the pages of the submitted forms to conform to the printer's requirements. No change in language will occur, only a possible page break or page renumbering.

The following forms will be issued with the Contract:

Life and Disability Insurance Guaranty Association Act Notice Life 3940-B

Important Information for Contract Owners APO-6301.4

Nationwide certifies that, to the best of its knowledge and belief, the forms submitted comply with all of the laws and regulations of your state.

If you have questions regarding this filing, please contact me at 1-800-691-0023, ext. 7-2581 or via SERFF.

Sincerely,

Jennifer Kamadana, Specialist  
Office of Corporate Compliance  
Nationwide Life Insurance Company

## Company and Contact

**State:** Arkansas **Filing Company:** Nationwide Life Insurance Company  
**TOI/Sub-TOI:** A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium  
**Product Name:** Nationwide Dest. Architect 2.0 Contract Filing  
**Project Name/Number:** Nationwide Dest. Architect 2.0 Contract Filing/

**Filing Contact Information**

Jennifer Kamadana, Compliance Specialist KAMADAJ@nationwide.com  
1 Nationwide Plaza (1-33-102) 800-691-0023 [Phone] 9-0011 [Ext]  
Columbus, OH 43215 614-249-2112 [FAX]

**Filing Company Information**

Nationwide Life Insurance Company  
PO Box 182455  
1-33-102  
Columbus, OH 43272-8921  
(800) 691-0023 ext. [Phone]

CoCode: 66869  
Group Code: 140  
Group Name:  
FEIN Number: 31-4156830

State of Domicile: Ohio  
Company Type:  
State ID Number:

**Filing Fees**

Fee Required? Yes  
Fee Amount: \$500.00  
Retaliatory? Yes  
Fee Explanation: \$50.00 x 10 forms = \$500.00  
Per Company: No

Company	Amount	Date Processed	Transaction #
Nationwide Life Insurance Company	\$500.00	12/12/2012	65681989

<b>SERFF Tracking #:</b>	NWFA-128799572	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	VACC-0101AOCV
<b>State:</b>	Arkansas	<b>Filing Company:</b>	Nationwide Life Insurance Company		
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/18/2012	12/18/2012

<b>State:</b>	Arkansas	<b>Filing Company:</b>	Nationwide Life Insurance Company
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## Disposition

Disposition Date: 12/18/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Memorandum of Variables		Yes
Supporting Document	Certifications of Compliance		Yes
Supporting Document	Important Notice		Yes
Form	Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating		Yes
Form	Contract Specificaitons Page		Yes
Form	Nationwide Destination Architect 2.0 Application		Yes
Form	Nationwide Lifetime Income Track Option		Yes
Form	Commuted Value Endorsement		Yes
Form	Roth IRA Endorsement		Yes
Form	Qualified Plan Endorsement		Yes
Form	IRA Endorsement		Yes
Form	CRT Endorsement		Yes
Form	SIMPLE IRA Endorsement		Yes

SERFF Tracking #:

NWFA-128799572

State Tracking #:

Company Tracking #:

VACC-0101AOCV

State: Arkansas

Filing Company:

Nationwide Life Insurance Company

TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name: Nationwide Dest. Architect 2.0 Contract Filing

Project Name/Number: Nationwide Dest. Architect 2.0 Contract Filing/

## Form Schedule

### Lead Form Number: VACC-0101AOCV

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating	VACC-0101AOCV	POL	Initial		0.000	Contract - VACC-0101AOCV.pdf
2		Contract Specificaitons Page	VABB-0102AO	POLA	Initial		0.000	Contract Spec Page - VABB-0102AO.pdf
3		Nationwide Destination Architect 2.0 Application	VAAA-0107M3	AEF	Initial		0.000	Application - VAAA-0107M3.pdf
4		Nationwide Lifetime Income Track Option	VARR-0101AO	POLA	Initial		0.000	Option - VARR-0101AO.pdf
5		Commuted Value Endorsement	VAZZ-0121AO	POLA	Initial		0.000	Endorsement - VAZZ-0121AO.pdf
6		Roth IRA Endorsement	VAZZ-0104AO	POLA	Initial		0.000	Endorsement - VAZZ-0104AO.pdf
7		Qualified Plan Endorsement	VAZZ-0105AO	POLA	Initial		0.000	Endorsement - VAZZ-0105AO.pdf
8		IRA Endorsement	VAZZ-0106AO	POLA	Initial		0.000	Endorsement - VAZZ-0106AO.pdf
9		CRT Endorsement	VAZZ-0110AO	POLA	Initial		0.000	Endorsement - VAZZ-0110AO.pdf

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Lead Form Number: VACC-0101AOCV								
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
10		SIMPLE IRA Endorsement	VAZZ-0111AO	POLA	Initial		0.000	Endorsement - VAZZ-0111AO.pdf

**Form Type Legend:**

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NOC</b>	Notice of Coverage
<b>OTH</b>	Other	<b>OUT</b>	Outline of Coverage
<b>PJK</b>	Policy Jacket	<b>POL</b>	Policy/Contract/Fraternal Certificate
<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	<b>SCH</b>	Schedule Pages



NATIONWIDE LIFE INSURANCE COMPANY  
ONE NATIONWIDE PLAZA  
COLUMBUS, OHIO 43215  
[1-800-321-6064]

NATIONWIDE LIFE INSURANCE COMPANY ("Nationwide") is a stock life insurance company organized under the laws of the State of Ohio. Nationwide will provide the benefits described in the Contract, including making annuity payments to the Annuitant beginning on the Annuitization Date. The Contract is provided in return for the Purchase Payment(s) made by the Contract Owner.

**RIGHT TO EXAMINE AND CANCEL**

THE CONTRACT OWNER HAS THE "RIGHT TO EXAMINE AND CANCEL" THE CONTRACT. THE CONTRACT OWNER MAY RETURN THE CONTRACT WITHIN TEN DAYS (THIRTY DAYS IF THE CONTRACT IS A REPLACEMENT) OF THE DATE IT IS RECEIVED BY THE CONTRACT OWNER TO THE HOME OFFICE OF NATIONWIDE OR THE AGENT THROUGH WHOM IT WAS PURCHASED. WHEN NATIONWIDE RECEIVES THE CONTRACT, IT WILL CANCEL THE CONTRACT AND REFUND THE CONTRACT VALUE IN FULL, PLUS ANY CHARGES DEDUCTED.

Please note: Nationwide reserves the right to allocate Purchase Payments received during the "Right to Examine and Cancel" period to a money market fund and will allocate the Contract Value to the underlying mutual fund options specified by the Contract Owner when the "Right to Examine and Cancel" period has expired.

The Death Benefit under the Contract will be the Contract Value upon assignment or a change in ownership of the Contract unless the new Contract Owner or assignee meets the qualifications specified in Standard Death Benefit section of this Contract.

THIS IS A LEGAL CONTRACT BETWEEN NATIONWIDE AND THE CONTRACT OWNER, PLEASE READ IT CAREFULLY. IF THE CONTRACT IS NOT RETURNED DURING THE "RIGHT TO EXAMINE AND CANCEL" PERIOD, THE CONTRACT OWNER WILL BE BOUND BY THE TERMS OF THE CONTRACT.

Executed for Nationwide on the Date of Issue by:

Secretary

President

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating

**For early withdrawal: Please consult a tax advisor about your individual circumstances.**

**ANNUITY PAYMENTS, DEATH BENEFITS, SURRENDER VALUES, AND OTHER VALUES PROVIDED BY THE CONTRACT ARE BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT. THESE VALUES ARE VARIABLE AND MAY INCREASE OR DECREASE WITH THE FLUCTUATIONS OF THE NET INVESTMENT FACTOR AND ARE NOT GUARANTEED AS TO FIXED-DOLLAR AMOUNT, UNLESS OTHERWISE SPECIFIED.**

**NOTICE:** Details of the variable provisions of this Contract are on pages 4, 7, 11 and 14.

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## **DEFINITIONS**

**Accumulation Unit** - An accounting unit of measure used to calculate the Variable Accounts' value before the Annuitization Date.

**Annuitant** - The person upon whose continuation of life any annuity payments involving life contingencies depends.

**Annuitization** - The period during which annuity payments are received by the Annuitant.

**Annuitization Date** - The date annuity payments begin.

**Annuity Commencement Date** - The date annuity payments are scheduled to begin.

**Annuity Unit** - An accounting unit of measure used to calculate variable annuity payments.

**Beneficiary** - The person designated by the Contract Owner to receive certain benefits under the Contract subject to the "Succession of Rights and the Death Benefit" provision section of the Contract.

**Co-Annuitant** - The person designated by the Contract Owner to receive the spousal protection feature.

**Contingent Annuitant** - The person designated by the Contract Owner to be the recipient of certain rights or benefits under the Contract if the Annuitant dies before the Annuitization Date.

**Contingent Beneficiary** - The person designated by the Contract Owner to receive the benefits accorded the Beneficiary if the Beneficiary is not living when the Annuitant dies.

**Contingent Owner** - The person designated by the Contract Owner to succeed to the rights of a Contract Owner if the Contract Owner dies before Annuitization and there is no Joint Owner.

**Contract** - The terms, conditions, benefits and rights of the annuity described in this document, as well as any documents describing elected riders, endorsements or attached application form.

**Contract Anniversary** - Beginning with the Date of Issue, each recurring one-year anniversary of the Date of Issue during which the Contract remains in force.

**Contract Owner(s)** - The person possessing all rights under the Contract prior to the Annuitization Date, unless there is a Joint Owner.

**Contract Value** - The value of the Variable Accounts.

**Date of Issue** - The date the first Purchase Payment is applied to the Contract.

**Death Benefit** - The benefit payable when the Annuitant or Co-Annuitant dies before the Annuitization Date, unless a Contingent Annuitant has been named.

**Joint Owner** - The person possessing an undivided interest in the entire Contract with the Contract Owner. If there is a Joint Owner, references to Contract Owner and Joint Owner will apply to both of them, or either of them, unless the context requires otherwise.

**Nationwide** - Nationwide Life Insurance Company.

**Non-Qualified Contract** - A Contract that does not qualify for favorable tax treatment under Internal Revenue Code Sections 408, 408A or 401(a).

**Purchase Payment(s)** - New money deposited into the Contract by the Contract Owner.

**State of Issue** - The jurisdiction where this Contract has been issued for delivery. For purposes of this Contract, the term includes the District of Columbia, Puerto Rico and any state, territory, or possession of the United States of America.

**Sub-Accounts** - Divisions of the Variable Accounts where Accumulation Units and Annuity Units are maintained separately. Each Sub-Account corresponds to a different underlying mutual fund.

**Surrender** - A withdrawal of part or all of the Contract Value from the Contract.

**Surrender Value** - The value of amounts Surrendered from the Contract. This is the Contract Value minus any applicable charges and/or premium taxes.

**Valuation Date** - Each day the New York Stock Exchange and Nationwide's home office are open for business or any other day during which there is a sufficient degree of trading in the Sub-Accounts of the Variable Accounts that the current net asset value of its Accumulation Units might be materially affected. Values of the Variable Accounts are determined as of the close of the New York Stock Exchange which generally closes at 4:00 pm Eastern Time, but may close earlier on certain days and as conditions warrant.

**Valuation Period** - The period of time commencing at the close of a Valuation Date and ending at the close of business for the next succeeding Valuation Date.

**Variable Accounts** - Separate investment accounts of Nationwide into which Purchase Payments may be allocated.

## **GENERAL PROVISIONS**

### **Entire Contract**

The Contract and a copy of any attached application, including any attached supplemental applications, together with any amendments, endorsements, or riders, make up the entire agreement between Nationwide and the Contract Owner.

All statements made by the applicant for the issuance of the Contract shall, in the absence of fraud, be deemed representations and not warranties.

### **Non-Participating**

The Contract is non-participating. It does not share in the surplus of Nationwide.

### **Incontestability**

Except for fraud in the procurement of the Contract, where permitted by law in the State of Issue, after this Contract has been in force during the lifetime of the Annuitant for two years from the Date of Issue, or effective date of any Contract change requiring underwriting, we will not contest it. The Contract may only be contested on the basis of statements material to risks intended to be accepted by Nationwide contained in any attached application.

### **Contract Settlement**

Nationwide may require that the Contract be returned before making any annuity payments or processing a Surrender of the entire Surrender Value.

### **Evidence of Survival**

If annuity payments depend on a person being alive, then Nationwide may require proof that person is still living before making annuity payments.

### **Alteration or Modification**

Changes to the Contract must be made in writing and signed by Nationwide's President or Secretary. The Contract may be modified or superseded by applicable law. Other changes to the Contract will be made only with the mutual agreement of Nationwide and the Contract Owner. A copy of the amendment will be furnished to the Contract Owner if required.

### **Assignment**

In some cases a Contract Owner may assign some or all rights under the Contract. An assignment has to be made in writing and signed by the Contract Owner during the lifetime of the Annuitant and before the Annuitization Date.

The assignment takes effect on the date it is signed, unless otherwise specified by the Contract Owner. Nationwide is not responsible for the validity or tax consequences of any assignment or for any payment or other settlement made prior to Nationwide's receipt of the assignment.

An assignment will not be considered received until Nationwide has received sufficient direction from the Contract Owner and assignee as to how rights under the Contract will be allocated.

**The Standard Death Benefit under the Contract will be terminated and the Death Benefit will be the Contract Value upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in the "Standard Death Benefit" section of this Contract.**

### **Protection of Proceeds**

Proceeds under the Contract are not assignable by any Beneficiary prior to the time they become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

## **Misstatement of Age or Sex**

If the age or sex of the Contract Owner, Joint Owner, Annuitant, Beneficiary or Contingent Beneficiary is misstated, all payments and benefits under the Contract will be adjusted. Payments and benefits will be based on the correct age or sex. Proof of age may be required at any time, in a form satisfactory to Nationwide. When age or sex has been misstated, the dollar amount of any overpayment will be deducted from the next payment or payments due under the Contract. The dollar amount of any underpayment made by Nationwide as a result of an age or sex misstatement will be paid in full with the next payment due under the Contract.

Any adjustment for overpayment or underpayment will include interest charged or credited, as applicable, at a rate of 5% per annum.

## **Reports**

Before Annuitization, a report will be sent to the Contract Owner at his or her last known address at least once a year. The information provided in the report will be as of a date no more than four months prior to the date of mailing.

The report will contain at least the following information:

- (1) the beginning and ending dates of the report period;
- (2) the Contract Value at the beginning and ending of the report period;
- (3) amounts credited to and deducted from the Contract Value during the report period, including Purchase Payments, interest credits, Surrenders, and other Contract charges;
- (4) the Surrender Value at the end of the reporting period and any other information required by federal law or law in the State of Issue; and
- (5) the amount of the Death Benefit at the end of the report period.

Additional reports are available upon request for no additional charge.

## **CONTRACT EXPENSES**

### **Variable Account Charges**

Mortality and Expense Risk Charge - Nationwide deducts a mortality and expense risk charge equal to an annualized maximum rate of .20% of the daily net assets of the Variable Accounts. Nationwide reserves the right to charge less than the maximum rate.

Administrative Charge - Nationwide deducts an administrative charge for the life of the Contract equal to an annualized rate of 0.20% of the daily net assets of the Variable Accounts.

These charges compensate Nationwide for expenses it incurs including administrative and distribution costs, insurance benefit expenses, as well as expenses associated with issuing, maintaining, and assuming certain risks in connection with the Contract. The election of any available options may increase the Variable Account charges. Nationwide deducts the Variable Account charges from the Variable Accounts each business day based on the value of the Variable Accounts.

## **PARTIES TO THE CONTRACT**

Nationwide and the Contract Owner (including any Joint Owner) are the primary parties to the Contract. Additional parties listed in the Contract may be entitled to certain rights, but only under specific conditions, as described in the Contract.

The Contract Owner may change a party named in the Contract, except a Joint Owner, if the change request is in writing. Changes are effective as of the date the change request is signed, unless otherwise specified by the Contract Owner. Nationwide, however, is not responsible for payment or other actions taken before the change request is received. Changes to the Annuitant require Nationwide's written consent and may only be done prior to the Annuitization Date. Nationwide is not responsible for the tax implications of any changes to the named parties.

A change of Contract Owner may require a signature guarantee and must be signed by the Contract Owner and the person designated as the new Contract Owner.

**The standard Death Benefit under the Contract will be terminated and the Death Benefit will be the Contract Value upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in the "Standard Death Benefit" section of this Contract.**

Changes to the Annuitant or Contingent Annuitant are subject to underwriting and approval by Nationwide. If any Contract Owner is not a natural person, the change of the Annuitant will be treated as the death of the Contract Owner.

### **Nationwide**

Nationwide is a stock life insurance company organized under Ohio law. In exchange for the Purchase Payment(s) made under this Contract, Nationwide issues the Contract to the Contract Owner, assumes certain risks and promises to make certain payments.

In issuing this Contract, Nationwide intends to offer only annuity and related benefits (including death benefits) to single individuals and their beneficiaries. These benefits result in Nationwide assuming certain risks. This Contract is not intended for use by institutional investors, people trying to cover risks involving multiple lives with a single contract, or by someone trying to cover a single life with multiple Nationwide contracts.

Nationwide's failure to detect, mitigate or eliminate altered risk does not act as a waiver of its rights and does not bar Nationwide from asserting its rights at a future date.

### **Contract Owner**

The Contract Owner has all rights under the Contract before the Annuitization Date, unless a Joint Owner is named. If the person purchasing the Contract names someone else as the Contract Owner, then the purchaser will have no rights under the Contract.

The Annuitant becomes the Contract Owner on the Annuitization Date.

### **Joint Owner**

Joint Owners must be spouses at the time joint ownership is requested. Joint Owners have an undivided interest in the Contract and any exercise of ownership rights in the Contract must be in writing and signed by both Joint Owners.

### **Contingent Owner**

The Contingent Owner may receive benefits under the Contract, but only if the Contract Owner is not named as the Annuitant, dies prior to the Annuitization Date, and there is no surviving Joint Owner. If more than one Contingent Owner survives the Contract Owner, each will share equally unless otherwise specified in the Contingent Owner designation.

If a Contract Owner is named as the Annuitant and dies before the Annuitization Date, then the Contingent Owner does not have any rights in the Contract. If a surviving Contingent Owner is also named as the Beneficiary, then the surviving Contingent Owner will have all the rights of a Beneficiary.

### **Annuitant**

The Annuitant is the person who will receive annuity payments upon Annuitization. The Annuitant must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for the Annuitant to be older. The Annuitant may not be changed prior to the Annuitization Date without Nationwide's written consent.

### **Co-Annuitant**

Co-Annuitants, if named, must be spouses. The Co-Annuitants must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for a Co-Annuitant to be older.

If either Co-Annuitant dies before the Annuitization date, the surviving Co-Annuitant may continue the Contract and will receive the benefit of the spousal protection feature as described in the "Spousal Protection Feature" subsection of the "Succession of Rights and the Death Benefit" section.

### **Contingent Annuitant**

If the Annuitant dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant. The Contingent Annuitant must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for the Contingent Annuitant to be older. All provisions of the Contract that are based on the death of the Annuitant prior to the Annuitization Date will be based on the death of the last survivor of the Annuitant and Contingent Annuitant.

## **Beneficiaries and Contingent Beneficiaries**

The Beneficiary may be entitled to certain rights under the Contract. Whether these rights actually vest depends on several conditions. The Contingent Beneficiary has no rights unless the Contingent Beneficiary survives all Beneficiaries and such Beneficiaries (had they survived) would be entitled to receive payments under the Contract. The right to receive payments under the Contract, including the Death Benefit, is described in detail in the "Succession of Rights and the Death Benefit" section of the Contract.

Unless otherwise directed by the Contract Owner, the following will apply:

- (1) after the death of the Contract Owner (assuming all rights vest with the Beneficiary as described in the preceding paragraphs), the Beneficiary may name a successor beneficiary. A successor beneficiary will have the right to receive any Contract proceeds remaining after the Beneficiary dies;
- (2) if there is more than one Beneficiary, each will share equally in any right to receive payment;
- (3) if there is more than one Contingent Beneficiary, each will share equally in any right to receive payment.

## **CONTRACT INVESTMENT OPTIONS**

### **Variable Accounts**

Nationwide may make available one or more Variable Accounts in which Contract Owners may elect to invest.

Variable Accounts are segregated investment accounts of Nationwide. All assets of the Variable Accounts remain the property of Nationwide, but are not charged with the liabilities from any other of its businesses. Income, gains and losses of the Variable Accounts reflect their own investment experience and not the investment experience of Nationwide. Although the assets in the Variable Accounts are the property of Nationwide, it is obligated to make payments to the parties of the Contract.

Each Variable Account may offer various underlying investment options, each being a Sub-Account of the Variable Account. The Contract Owner may allocate Purchase Payments to any of the available Sub-Accounts of each Variable Account.

Purchase Payments allocated to Sub-Accounts may be subject to terms or conditions established by the corresponding underlying investment option.

The underlying investment options available in the Variable Accounts are not publicly traded investment options or mutual funds.

The value of amounts allocated to each Sub-Account is determined by multiplying the number of Accumulation Units in the Sub-Account by the Accumulation Unit value. Charges assessed by the underlying investment options, as well as the Variable Account charge, are deducted each day when calculating the Accumulation Unit value. When a Sub-Account is established, the Accumulation Unit value is initially set at \$10 per unit. The Accumulation Unit value of the Sub-Account fluctuates based on the investment performance of the corresponding underlying investment option. Investment experience is not tied to the number of Accumulation Units, but the value of the Accumulation Units. Accumulation Units of a Sub-Account are added by Purchase Payment or transfer allocations. Accumulation Units of a Sub-Account are subtracted by any Surrenders, transfers to other Sub-Accounts or charges described in the "Contract Expenses" section (except the Variable Account charge).

The investment performance of a Sub-Account is determined by the net investment factor. The net investment factor is determined by dividing (a) by (b) and subtracting (c) from the result where:

- (a) is the net asset value for the current Valuation Period of the underlying investment option corresponding to the Sub-Account (plus any dividend or income distributions made by such underlying investment option);
- (b) is the net asset value of the underlying investment option determined as of the preceding Valuation Period; and
- (c) is a factor representing the daily Variable Account charge (determined by taking the annualized Variable Account charge and dividing it by the number of days in the current calendar year).

If the net investment factor is multiplied by the preceding Valuation Period's Accumulation Unit value, the result will be the current Valuation Period's Accumulation Unit value. If the net investment factor is greater than 1, the Accumulation Unit value increases. If the net investment factor is less than 1, the Accumulation Unit value decreases.

If an underlying investment option is no longer available for investment by a Variable Account or if, in the judgment of Nationwide's management, further investment in such underlying investment option would be inappropriate in view of the purposes of the Contract, Nationwide may substitute another underlying investment option for an underlying investment option already purchased or to be purchased in the future by Purchase Payments under the Contract.

In the event of a substitution or change, Nationwide may make changes to the Contract and other contracts of this class as may be necessary to reflect the substitution or change. Nothing contained in the Contract will prevent the Variable Accounts from purchasing other securities for other series or classes of contracts or from effecting a conversion between series or classes of contracts on the basis of requests made individually by owners of such contracts.

## **OPERATION OF THE CONTRACT**

### **Purchase Payments**

The Contract is issued in consideration of the Purchase Payment(s) made by the Contract Owner. Purchase Payments are accepted by Nationwide at its home office in Columbus, Ohio. The minimum initial Purchase Payment is required on the Date of Issue and must be at least \$25,000. The Contract Owner may satisfy the minimum initial Purchase Payment by making periodic Purchase Payments until the first Contract Anniversary. Nationwide does not require any additional Purchase Payments after the minimum initial Purchase Payment has been satisfied and the Contract will not lapse or otherwise be cancelled for failure to make additional Purchase Payments. Nationwide accepts additional Purchase Payments of \$1,000 or more. If additional Purchase Payments are made via automated clearinghouse, the minimum subsequent Purchase Payment amount is reduced to \$150.

Notwithstanding the preceding paragraph, total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner or Annuitant may not exceed \$1,000,000 (and will be returned to the Contract Owner), unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000.

### **Transfers**

Prior to the Annuitization Date, transfers among the investment options available under the Contract are permitted 20 times per calendar year. Nationwide accepts transfers in excess of 20, but only if they are sent via ordinary U.S. Mail. For purposes of determining the number of transfers, the following will apply:

- (1) a transfer is considered to be one or more allocations of Contract Value among available investment options on a single business day;
- (2) the transfer limit of 20 will be set (or re-set) every calendar year beginning January 1st;
- (3) transfers not exercised during a given calendar year cannot be "banked" or otherwise accumulated and used in subsequent calendar years (transfer limits are non-cumulative in nature);
- (4) asset rebalancing transactions, as described in the "Contract Owner Services" section of the Contract, are considered transfers;
- (5) dollar cost averaging transactions, as described in the "Contract Owner Services" section of the Contract, are not considered transfers.

There are certain transfer restrictions, prohibitions or fees that may be imposed by underlying mutual funds.

Subject to state and federal securities law and Securities and Exchange Commission rules, Nationwide may refuse, limit or otherwise restrict transfer requests, or take any other reasonable action it deems necessary to protect Contract Owners, Annuitants and/or Beneficiaries from short-term trading strategies or other harmful investment practices that negatively impact underlying mutual fund performance. Nationwide may restrict a Contract Owner engaged in such a practice or strategy or a third-party acting on behalf of a Contract Owner(s).

Nationwide's failure to take action in any one or more instances with respect to the preceding restrictions is not, nor is it to be construed or deemed as, a further or continuing waiver of its right to enforce them.

## **Surrenders**

The Contract Owner may Surrender part or all of the Contract Value before the earlier of:

- (1) the death of the Annuitant and any Contingent Annuitant; or
- (2) the Annuitization Date.

Nationwide requires that Surrender requests be made in writing and may require the return of the Contract if the entire Contract Value is being Surrendered. To insure Surrenders are being requested properly, Nationwide may require the signature(s) on a Surrender request be guaranteed by a member firm of a major stock exchange or other depository institution qualified to do so.

Unless the Contract Owner provides specific direction to Nationwide as to how amounts from the Contract are to be Surrendered, Nationwide will process requests for Surrender in the following manner:

- (1) Proportional Surrender - Surrenders will be taken proportionally from the Sub-Accounts and/or Variable Accounts in which the Contract Owner is invested based on the value in each Sub-Account at the time of the request.
- (2) Surrender Amount Received - The amount received by the Contract Owner will be equal to the amount of the Surrender requested by the Contract Owner minus any charges described in the "Contract Expenses" section or adjustments and any applicable premium taxes.

The Surrender Value will be paid to the Contract Owner within seven days of the date Nationwide receives, at its home office in Columbus, Ohio, the properly executed Surrender request from the Contract Owner.

The Surrender Value is equal to:

- (1) the Contract Value; minus
- (2) any charges described in the "Contract Expenses" section; minus
- (3) any state premium taxes.

Any applicable federal income taxes are not included in calculating the Surrender Value.

Nationwide has the right to suspend or delay the date of any Surrender from the Variable Accounts for any period when;

- a) the New York Stock Exchange is closed,
- b) when trading on the New York Stock Exchange is restricted,
- c) when an emergency exists and as a result the disposal of securities in the Variable Accounts is not reasonably practicable or it is not reasonably practicable to fairly determine the value of the net assets in the Variable Accounts, or
- d) during any other period when the Securities and Exchange Commission by order permits a suspension of Surrender for the protection of security holders.

Rules and regulations of the Securities and Exchange Commission may govern as to whether certain conditions set forth in the preceding paragraphs exist.

## **Surrenders Required by the Internal Revenue Code**

Certain Surrenders may be required by the Internal Revenue Code. For purposes of this section, a Surrender may also be termed a "distribution" or a "required distribution." In no case may a Surrender be delayed beyond the time specified by Internal Revenue Code Section 72(s).

If any Contract Owner or Joint Owner dies (including an Annuitant who becomes the Contract Owner of the Contract on the Annuitization Date), certain distributions are required by Section 72(s) of the Internal Revenue Code. The following distributions will be made in accordance with these requirements (regardless of any other provisions in the Contract):

- (1) If any Contract Owner dies on or after the Annuitization Date and before the entire interest under the Contract has been distributed, then the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution in effect as of the date of such Contract Owner's death.

(2) If any Contract Owner dies before the Annuitization Date, then the entire interest in the Contract (consisting of either the Death Benefit or the Contract Value reduced by certain charges as set forth elsewhere in the Contract) shall be distributed within 5 years of the death of the deceased Contract Owner, provided however:

- (a) If any portion of such interest is payable to or for the benefit of a natural person who is a surviving Contract Owner, Contingent Owner, Joint Owner, Annuitant, Contingent Annuitant, Beneficiary or Contingent Beneficiary as the case may be (each a "designated beneficiary"), such portion may, at the election of the designated beneficiary, be distributed over the life of such designated beneficiary, or over a period not extending beyond the life expectancy of such designated beneficiary, provided that payments begin within one year of the date of the deceased Contract Owner's death (or such longer period as may be permitted by federal income tax regulations). Life expectancy and the amount of each payment will be determined as prescribed by federal income tax regulations.
- (b) If the designated beneficiary is the surviving spouse of the deceased Contract Owner, such spouse may elect, in lieu of the Death Benefit, to become the Contract Owner of this Contract, and the distributions required under the Required Distribution Provisions will be made upon the death of such spouse.

In the event that the Contract Owner is not a natural person (e.g., a trust or corporation), then, for purposes of these distribution provisions, (i) the death of the Annuitant shall be treated as the death of any Contract Owner, (ii) any change of the Annuitant shall be treated as the death of any Contract Owner, and (iii) in either case the appropriate distribution required under these distribution rules shall be made upon such death or change, as the case may be. The Annuitant is the primary Annuitant as defined in Section 72(s)(6)(B) of the Code.

These distribution provisions shall not be applicable to any Contract that is not required to be subject to the provisions of Section 72(s) of the Code by reason of Section 72(s)(5) or any other law or rule. Such Contracts include, but are not limited to, any Contract (i) which is provided under a plan described in Section 401(a) of the Code which includes a trust exempt from tax under Section 501 of the Code; (ii) which is provided under a plan described in Section

403(a) of the Code; (iii) which is described in Section 403(b) of the Code; (iv) which is an individual retirement annuity or provided under an individual retirement account or annuity as described in Section 408 of the Code; or (v) which is qualified funding asset (as defined in Section 130(d) of the Code, but without regard to whether there is a qualified assignment).

#### **Additional Tax Information**

The Contract is subject to requirements found in the Internal Revenue Code. It is intended that the Contract be treated as an "annuity contract" for federal income tax purposes.

Nationwide will interpret and administer all sections of the Contract in accordance with Internal Revenue Code Section 72(s). Nationwide reserves the right to amend this Contract to comply with requirements set out in the Internal Revenue Code and regulations and rulings thereunder, as they may exist from time to time.

Surrenders are calculated by use of the expected return multiples specified in Tables V and VI of Section 1.72-9 of the Treasury Regulations and calculated in accordance with the calculation methods made available by Nationwide, prescribed by the regulations and elected by the Contract Owner.

If the Contract is issued other than as a Non-Qualified Contract, the Contract Owner will receive an endorsement describing the Contract requirements for the type of Contract issued.

Nationwide will deduct against the Contract Value the amount of any premium taxes levied by a state or any other government entity on Purchase Payments. The method used to recoup premium taxes will be determined by Nationwide at its sole discretion and in compliance with applicable state law. Nationwide currently deducts premium taxes from a Contract Value at one of the following times:

- (1) when the Contract is Surrendered;
- (2) on the Annuitization Date; or
- (3) when Nationwide is subject to the premium tax.

#### **CONTRACT OWNER SERVICES**

Listed in this section are descriptions of certain services Nationwide may make available under the Contract. The services described in this section are not available on or after the Annuitization Date.

## **Asset Rebalancing**

**Please note that terms and conditions imposed by underlying mutual funds may restrict the ability to do asset rebalancing with certain Sub-Accounts.**

Nationwide permits the Contract Owner to elect, on a form provided by Nationwide, to periodically have the part of the Contract Value held in the Sub-Accounts of the Variable Accounts re-allocated on a predetermined percentage basis.

The Contract Owner may elect to have asset rebalancing done on a monthly, quarterly, semi-annual or annual basis. If the last day of any of these periods falls on a date other than a Valuation Date, Nationwide will process the asset rebalancing on the next available Valuation Date.

Nationwide may, on a prospective basis, discontinue new asset rebalancing programs. Nationwide may also assess a processing fee for this service.

## **Dollar Cost Averaging Programs**

The Contract Owner may elect, on a form provided by Nationwide, to transfer on a monthly, quarterly, semi-annual or annual basis specified amounts from certain Sub-Accounts of the Variable Accounts.

Dollar cost averaging transfers will continue out of the applicable Sub-Account until exhausted or the Contract Owner instructs Nationwide in writing to discontinue the program.

## **Systematic Surrenders**

After the Right to Examine and Cancel period has expired, the Contract Owner may elect, on a form provided by Nationwide, to take systematic Surrenders of \$100 or more on a monthly, quarterly, semi-annual or annual basis. Nationwide will process the Surrenders on pro-rata basis from each Sub-Account of the Variable Accounts. Systematic Surrenders may be subject to any applicable state premium taxes. Unless otherwise directed by the Contract Owner, Nationwide will withhold federal income taxes from each systematic Surrender.

Unless the Contract Owner has made an irrevocable election of Surrenders of substantially equal periodic payments, the systematic Surrenders may be discontinued at any time by written notification to Nationwide. Nationwide may discontinue prospective systematic Surrender programs.

## **SUCCESSION OF RIGHTS AND THE DEATH BENEFIT**

Whether a party to the Contract has certain rights (including the right to receive the Death Benefit) depends on whether certain parties (such as a Contingent Annuitant or Joint Owner) have been named and whether the Contract Owner and the Annuitant is the same person.

### **Death of the Contract Owner**

If the Contract Owner (or any Joint Owner) and the Annuitant are not the same person and such Contract Owner dies before the Annuitization Date, the "Standard Death Benefit" section does not apply and contractual rights succeed in the following order:

- (1) If there is a surviving Joint Owner, they become the new Contract Owner.
- (2) If there is no surviving Joint Owner, the Contingent Owner becomes the new Contract Owner.
- (3) If there is no surviving Joint Owner or Contingent Owner, the Beneficiary(ies) becomes the new Contract Owner.
- (4) If there is no surviving Beneficiary(ies), then the last surviving Contract Owner's estate becomes the new Contract Owner.

### **Death of Contract Owner/Annuitant**

If the Contract Owner (or any Joint Owner) and the Annuitant are the same person, and that person dies before the Annuitization Date, the Death Benefit becomes payable. Rights to the Death Benefit are determined in the following order:

- (1) If there is a surviving Joint Owner, the surviving Joint Owner is entitled to the Death Benefit.
- (2) If there is no surviving Joint Owner, the Beneficiary(ies) are entitled to the Death Benefit.
- (3) If there is no surviving Joint Owner or Beneficiary(ies), then the Contingent Beneficiary(ies) are entitled to the Death Benefit.
- (4) If there is no surviving Contingent Beneficiary(ies), then the last surviving Contract Owner's estate is entitled to the Death Benefit.

## Death of Annuitant

If there is no Contingent Annuitant, the Contract Owner and the Annuitant are not the same person, and the Annuitant dies before the Annuitization Date, then rights to the Death Benefit are determined in the following order:

- (1) the Beneficiary(ies), if they survive the Annuitant;
- (2) the Contingent Beneficiary(ies), if they survive the Annuitant;
- (3) the last surviving Contract Owner's estate.

## Death Benefit Payment

The Death Benefit is only payable if the Annuitant dies before the Annuitization Date. The value of each component comprising the calculation of the amount of the Death Benefit is determined as of the date of the Annuitant's death, except for the Contract Value component which is valued as of the date Nationwide receives the information necessary to pay a Death Benefit claim as described below.

Prior to paying the Death Benefit, Nationwide must receive in writing at its home office in Columbus, Ohio the following three items: (1) proper proof of the Annuitant's death; (2) an election specifying the method of Surrender; and (3) state required forms, if any.

Nationwide will accept any one of the following as proper proof of the Annuitant's death:

- (1) a certified copy of the death certificate;
- (2) a copy of a certified decree of a court of competent jurisdiction as to the finding of death;
- (3) a written statement by a medical doctor who attended the deceased Annuitant; or
- (4) any other proof Nationwide finds acceptable.

The Beneficiary must elect a method of Surrender that complies with any applicable Internal Revenue Code requirements. The Beneficiary may elect to receive the Death Benefit in the form of:

- (1) a lump sum distribution;
- (2) an annuity payment; or

- (3) any distribution that is permitted by state and federal regulations and is acceptable to Nationwide.

The Death Benefit payment will be made upon receipt of due proof of death as well as notification of the election regarding how to receive the Death Benefit.

## Standard Death Benefit

Except in the case where the Contract Owner is changed or the Contract is assigned, if the Annuitant dies before the Annuitization Date, the Death Benefit will be the greater of:

- (1) the Contract Value; or
- (2) the total of all Purchase Payments, less an adjustment for amounts Surrendered.

The adjustment for amounts Surrendered will reduce item (2) above in the same proportion that the Contract Value was reduced on the date of the partial Surrender.

The Death Benefit described above is adjusted in cases where a Contract has more than \$3,000,000 in cumulative Purchase Payments. The adjustment is calculated using the following formula:

### Death Benefit Adjustment Formula

$$A \times F + B \times (1 - F)$$

Where:

A = The greatest of: (1) the Contract Value; or  
(2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender;

B = The Contract Value.

F = The ratio of \$3,000,000 to sum of all Purchase Payments.

## *Change of Contract Owner or Assignment*

If the Contract Owner is changed or the Contract is assigned prior to the death of the Annuitant, the standard Death Benefit is terminated and the Death Benefit will be the Contract Value, except as follows:

- (1) the new Contract Owner or assignee assumes full ownership of the Contract and is essentially the same person (e.g. an individual ownership changed to a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);
- (2) ownership of a Contract issued as an IRA or Roth IRA is being changed from one custodian to another, from the determining life to a custodian, or from a custodian to the determining life; or
- (3) the assignment is for the purpose of effectuating a 1035 exchange of the Contract (i.e. the option may continue during the temporary assignment period and not terminate until the Contract is actually surrendered).

### **Spousal Protection Feature**

The spousal protection feature permits a surviving spouse to continue the Contract while receiving the Death Benefit upon the death of the other spouse. In order to take advantage of this feature the following will apply:

- (1) one or both of the spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner;
- (2) the spouses must be Co-Annuitants. Both Co-Annuitants must be 85 or younger on the Date of Issue;
- (3) the spouses must be the primary Beneficiaries, except that a valid trust or custodial arrangement may be established if it is for the exclusive benefit of each spouse;
- (4) no other person may be named as Contract Owner, Annuitant or as primary Beneficiary, except that a Contract Owner or primary Beneficiary may be a valid trust or custodial arrangement established for the exclusive benefit of each spouse;
- (5) if both spouses are alive upon Annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend;

- (6) death of a Co-Annuitant - Prior to Annuitization, upon the death of the Co-Annuitant, the surviving spouse may continue the Contract as its sole Contract Owner. If the chosen Death Benefit is higher than the Contract Value at the time of death, the Contract Value will be adjusted to equal the chosen Death Benefit amount. The surviving spouse may then name a new Beneficiary but may not name another Co-Annuitant; and
- (7) if a Co-Annuitant is added at any time after the Date of Issue, a copy of the certificate of marriage must be provided and the date of marriage must be after the Date of Issue. In addition, the Co-Annuitant that is added must be age 85 or younger.

The Death Benefit is paid on the death of each Co-Annuitant. In no event will Nationwide pay the Death Benefit more than twice.

### **ANNUITIZATION**

The other sections within the Contract primarily deal with provisions involving the accumulation of amounts in the various contract investment options, certain contractual benefits and rights that occur prior to receiving any annuity payments.

This "Annuitization" section primarily describes the right to receive certain payments upon Annuitization, including guarantees with respect to certain life contingent payment options.

### **Annuity Commencement Date**

The Annuity Commencement Date is selected by the Contract Owner. The date must be at least two years after the Date of Issue. If an Annuity Commencement Date is not selected, it will be the date the Annuitant reaches age 90.

The Contract Owner may change the Annuity Commencement Date if the following requirements are met:

- (1) the requested change is before the Annuitization Date;
- (2) the change is made in writing and approved by Nationwide;
- (3) the new Annuity Commencement Date is not later than the first day of the first calendar month after the Annuitant's 90th birthday unless Nationwide agrees to a later date in writing.

A change will become effective as of the date requested, but will not apply to any action taken by Nationwide before it is recorded at Nationwide's home office in Columbus, Ohio.

### Annuitization Process

Annuitization is irrevocable once payments have begun. The Contract Owner must provide Nationwide the following items in writing to annuitize the Contract:

- (1) election of an Annuity Payment Option; and
- (2) election to receive a fixed payment annuity, variable payment annuity, or any other combination that may be available on the Annuitization Date.

Actual purchase rates used to determine annuity payments will be those in effect on the Annuitization Date. Annuity benefits at the time of their commencement will not be less than those that would be provided by the application of the Surrender Value to purchase a single premium immediate annuity contract at purchase rates offered by Nationwide at the time to the same class of annuitants.

### Calculation of Fixed Annuity Payments

The first payment of a fixed payment annuity is determined by applying the portion of the total Contract Value specified by the Contract Owner, less applicable premium tax, to the fixed annuity table in effect on the Annuitization Date for the Annuity Payment Option elected.

The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than 1.5% minimum interest and the applicable sex-distinct Annuity 2000 Mortality Table with Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

<b>Annuitization Date</b>	<b>Adjusted Age*</b>
2012 - 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
2044 and thereafter	Age last birthday minus 10 years, minus one additional year for payments beginning in each succeeding ten year period.

\*Adjusted age is equal to the Annuitant's actual age in years on the Annuitant's last birthday minus the number of years specified in the table for each range of Annuitization Dates.

The determination of the applicable Annuity 2000 Mortality Table and Projection Scale G will be based upon the type of Contract issued.

### Calculation of Variable Annuity Payments

**Please note that each variable annuity payment will fluctuate and may increase or decrease based on investment experience of the Sub-Accounts.**

A variable payment annuity is a series of payments that are not predetermined or guaranteed as to dollar amount and that vary in amount with the investment experience of the Sub-Accounts selected by the Contract Owner. After the Annuitization Date, transfers among the available Sub-Accounts are permitted only once per calendar year.

The first payment of a variable payment annuity is determined by applying the portion of the total Contract Value specified by the Contract Owner, less applicable premium taxes, to the variable annuity table in effect on the Annuitization Date for the Annuity Payment Option elected.

The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than a 3.5% assumed investment return and the applicable sex-distinct Annuity 2000 Mortality Table with Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

<b>Annuitization Date</b>	<b>Adjusted Age*</b>
2012- 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
2044 and thereafter	Age last birthday minus 10 years, minus one additional year for payments beginning in each succeeding ten year period.

\*Adjusted age is equal to the Annuitant's actual age in years on the Annuitant's last birthday minus the number of years specified in the table for each range of Annuitization Dates.

The determination of the applicable Annuity 2000 Mortality Table and Projection Scale G will be based upon the type of Contract issued.

Variable annuity payments after the first payment will vary in amount and may decrease after the first payment. The payment amount changes with the investment performance of the Sub-Accounts selected by the Contract Owner within the Variable Accounts.

An Annuity Unit is used to calculate the value of annuity payments. When the underlying mutual fund shares were first established, the value of an Accumulation Unit for each Sub-Account of the Variable Accounts was arbitrarily set at \$10. The value for any later Valuation Period is found as follows:

- (1) the Annuity Unit value for each Sub-Account for the immediately preceding Valuation Period is multiplied by the net investment factor for the Sub-Account for the Valuation Period for which the Annuity Unit value is being calculated;
- (2) the result is multiplied by an interest factor because the assumed investment rate of 3.5% per year is built into the purchase rate basis for variable payment annuities.

Using the Annuity Unit value, the dollar amount of variable annuity payments is determined by:

- (1) the dollar amount of the first annuity payment is divided by the Annuity Unit value as of the Annuitization Date. This result establishes the fixed number of Annuity Units for each monthly annuity payment after the first. The number of Annuity Units remains fixed during the annuity payment period;
- (2) the fixed number of Annuity Units is multiplied by the Annuity Unit value for the Valuation Date for which the payment is due. This result establishes the dollar amount of the payment.

Nationwide guarantees that the dollar amount of each payment after the first will not be affected by variations in Nationwide's expenses or mortality experience.

### **Frequency and Amount of Payments**

All annuity payments will be mailed within 10 business days of the scheduled payment date. Payments will be made based on the Annuity Payment Option selected and frequency selected.

However, if the net amount to be applied to any Annuity Payment Option at the Annuitization Date is less than \$2,000, Nationwide has the right to pay this amount in one lump sum instead of periodic annuity payments.

If any annuity payment would be or becomes less than \$100, Nationwide may change the frequency of payments to an interval that results in payments of at least \$100. In no event will Nationwide make payments under an annuity option less frequently than annually.

### **Large Size Annuity Contracts**

Any references in this Contract to Purchase Payment amounts in excess of \$1,000,000 are assumed to have been approved by Nationwide as described in the "Purchase Payments" subsection of the "Operation of the Contract" section.

Notwithstanding any other provision in the Contract, the following will apply to all issued Contracts for which cumulative Purchase Payments received, and/or the Contract Value annuitized, exceed \$2,000,000. Nationwide may limit the available Annuity Payment Option to a fixed Single Life with a guaranteed period of payments through age 95 or 20 years (whichever is greater).

In addition, Nationwide may limit the amount of the Contract Value applied to an Annuity Payment Option to \$5,000,000 per Contract and/or for all Nationwide issued annuity contracts with the same Annuitant. For amounts in excess of \$5,000,000, the Contract Owner must:

- (1) reduce the amount to be annuitized to \$5,000,000 or less by taking a partial Surrender from the Contract;
- (2) reduce the amount to be annuitized to \$5,000,000 or less by exchanging the portion of the Contract Value in excess of \$5,000,000 to another annuity contract; or
- (3) annuitize the portion of the Contract Value in excess of \$5,000,000 under an Annuity Payment Option with a term certain, if available.

### **ANNUITY PAYMENT OPTIONS**

#### **Selection of Annuity Payment Option**

The Contract Owner may select an Annuity Payment Option prior to Annuitization. The following applies to the selection of an Annuity Payment Option:

- (1) if no Annuity Payment Option is selected, Nationwide will automatically set it as a variable payment life annuity with a guaranteed period of 240 months;
- (2) whether the Annuity Payment Option is selected by the Contract Owner or established automatically by Nationwide the Annuity Payment Option may not be changed;
- (3) Annuity Payment Options available may be limited based on age of the Annuitant (and any designated second person upon whose continuation of life any lifetime payments may depend); and
- (4) Annuity Payment Options may also be limited based on requirements under the Internal Revenue Code.

The Annuity Payment Options found in the Contract are guaranteed to be available by Nationwide subject to the restrictions set forth in the preceding paragraphs and the "Large Size Annuity Contracts" subsection of the "Annuitization" section.

#### **Single Life Annuity**

The amount to be paid under this option will be paid during the lifetime of the Annuitant. Payments will cease with the last payment due prior to the death of the Annuitant. This option is not available for Annuitants who are 86 or older on the Annuitization Date.

No withdrawals other than the scheduled annuity payments are permitted. No Death Benefit will be paid.

#### **Standard Joint and Survivor Annuity**

The amount to be paid under this option will be paid during the joint lifetimes of the Annuitant and a designated second person. Payments will continue as long as either is living. Payments will cease with the last payment due prior to the death of the last survivor of the Annuitant and the designated second person. This option is not available for Annuitants or designated second persons who are 86 or older on the Annuitization Date.

No withdrawals other than the scheduled annuity payments are permitted. No Death Benefit will be paid.

#### **Single Life Annuity With 10 or 20 Year Term Certain**

The amount to be paid under this option will be paid monthly during the lifetime of the Annuitant. A guaranteed term of 10 or 20 years may be selected. If the Annuitant dies prior to the end of this guaranteed period, the recipient chosen by the Contract Owner will receive the remaining monthly guaranteed payments.

No withdrawals other than the scheduled annuity payments are permitted.

#### **Any Other Option**

Payment options not set forth in the Contract are available only if they are approved by Nationwide.

#### **Confirmation of Annuity Payments**

Nationwide will issue within 30 days of the Annuitization Date a confirmation of the elected Annuity Payment Option.

**GUARANTEED ANNUITY TABLES**  
**FIXED MONTHLY BENEFITS PER \$1000 APPLIED**  
**JOINT AND SURVIVOR MONTHLY ANNUITY PAYMENTS**

<u>Adjusted Age of Male Annuitant*</u>		<u>Adjusted Age of Female Annuitant*</u>					<b>80</b>
		<b>50</b>	<b>55</b>	<b>60</b>	<b>65</b>	<b>70</b>	
<b>50</b>		2.54	2.66	2.77	2.85	2.92	
<b>55</b>		2.62	2.78	2.94	3.08	3.19	
<b>60</b>		2.68	2.89	3.11	3.32	3.50	3.75
<b>65</b>			2.96	3.24	3.54	3.82	4.27
<b>70</b>				3.34	3.72	4.13	4.88
<b>80</b>					3.95	4.58	6.17

**LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS**

<u>Male Guarantee Period</u>				<u>Female Guarantee Period</u>			
<b>ANNUITANT'S ADJUSTED AGE*</b>	<b>NONE</b>	<b>120 MONTHS</b>	<b>240 MONTHS</b>	<b>ANNUITANT'S ADJUSTED AGE*</b>	<b>NONE</b>	<b>120 MONTHS</b>	<b>240 MONTHS</b>
50	3.03	3.01	2.95	50	2.79	2.78	2.75
51	3.10	3.08	3.01	51	2.85	2.84	2.81
52	3.17	3.14	3.07	52	2.91	2.90	2.86
53	3.24	3.22	3.13	53	2.97	2.96	2.91
54	3.32	3.29	3.19	54	3.04	3.02	2.97
55	3.40	3.37	3.25	55	3.11	3.09	3.03
56	3.49	3.45	3.32	56	3.18	3.16	3.09
57	3.58	3.54	3.39	57	3.26	3.24	3.16
58	3.68	3.63	3.46	58	3.34	3.32	3.23
59	3.78	3.73	3.53	59	3.43	3.40	3.30
60	3.89	3.83	3.60	60	3.52	3.49	3.37
61	4.01	3.94	3.68	61	3.62	3.58	3.44
62	4.14	4.05	3.75	62	3.72	3.68	3.52
63	4.27	4.17	3.83	63	3.84	3.79	3.60
64	4.41	4.30	3.90	64	3.96	3.90	3.68
65	4.57	4.43	3.98	65	4.08	4.02	3.76
66	4.73	4.57	4.05	66	4.22	4.14	3.84
67	4.91	4.71	4.12	67	4.37	4.27	3.93
68	5.09	4.86	4.19	68	4.52	4.41	4.01
69	5.29	5.02	4.26	69	4.69	4.56	4.09
70	5.50	5.18	4.33	70	4.87	4.71	4.17
71	5.73	5.35	4.39	71	5.07	4.88	4.24
72	5.97	5.53	4.44	72	5.28	5.05	4.32
73	6.23	5.71	4.50	73	5.52	5.23	4.39
74	6.51	5.89	4.55	74	5.76	5.42	4.45
75	6.81	6.08	4.59	75	6.03	5.62	4.51
76	7.13	6.27	4.63	76	6.33	5.83	4.56
77	7.47	6.46	4.66	77	6.64	6.04	4.61
78	7.83	6.65	4.70	78	6.99	6.25	4.65
79	8.23	6.84	4.72	79	7.36	6.47	4.69
80	8.65	7.03	4.74	80	7.77	6.69	4.72

**LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS**  
(Continued)

<b>ANNUITANT'S ADJUSTED AGE*</b>	<b><u>Male Guarantee Period</u></b>			<b>ANNUITANT'S ADJUSTED AGE*</b>	<b><u>Female Guarantee Period</u></b>		
	<b><u>NONE</u></b>	<b><u>120 MONTHS</u></b>	<b><u>240 MONTHS</u></b>		<b><u>NONE</u></b>	<b><u>120 MONTHS</u></b>	<b><u>240 MONTHS</u></b>
81	9.10	7.21	4.76	81	8.21	6.90	4.74
82	9.58	7.39	4.78	82	8.69	7.12	4.76
83	10.10	7.56	4.79	83	9.21	7.32	4.78
84	10.66	7.73	4.80	84	9.77	7.52	4.79
85	11.25	7.88	4.80	85	10.38	7.70	4.80
86		8.02	4.81	86		7.87	4.80
87		8.16	4.81	87		8.03	4.81
88		8.28	4.81	88		8.18	4.81
89		8.39	4.81	89		8.31	4.81
90		8.50	4.81	90		8.42	4.81

\*Adjusted Age is defined in the "Calculation of Fixed Annuity Payments" section of the Contract.

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating

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**CONTRACT SPECIFICATIONS PAGE**

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**CONTRACT INFORMATION**

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<u>Parties to the Contract</u>	<u>Date of Birth</u>	<u>Additional Issuing Information</u>
Contract Owner: [John Q. Doe]	[January 1, 1956]	Contract Number: [01-000000000]
Joint Owner: [Jane M. Doe]	[December 1, 1961]	Date of Issue: [May 1, 2013]
Annuitant: [John Q. Doe]	[January 1, 1956]	Contract Type: [Non-qualified]
Co-Annuitant: [N/A]	[N/A]	Initial Purchase Payment: [\$25,000]
Contingent Owner: [N/A]	[N/A]	Annuity Commencement Date: [January 1, 2046]
Contingent Annuitant: [N/A]	[N/A]	

**Minimum Requirements**

Minimum Subsequent Purchase Payment: \$1,000 (\$150 for subsequent payments made via electronic funds transfer)

Minimum Contract Value Required for Annuitization: \$2,000

Minimum Annuity Payment Amount: \$100

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**STANDARD DEATH BENEFIT**

[ X ] Standard Death Benefit with Spousal Protection Feature (Return of Contract Value or total Purchase Payments, less adjustments for amounts Surrendered)

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**SUMMARY OF CONTRACT EXPENSES**

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**Variable Account Charges**

Mortality and Expense Risk Charge: 0.20%\* Administrative Charge: 0.20%\*

\* The Variable Account Charges above are shown as annual charges deducted from the Variable Account on a daily basis. They do not include charges associated with the election of any options which may be available under the Contract.

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**OPTIONS ELECTED**

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<u>Death Benefit Option</u>	<b>Added Charge</b>	
One-Year Enhanced Death Benefit Option with Spousal Protection Feature	[0.20%	X]
<u>Guaranteed Lifetime Withdrawal Benefit ("GLWB") Options</u>		
Nationwide Lifetime Income Track <sup>SM</sup> GLWB Option	[ [0.50-1.50]%	X]
Nationwide Lifetime Income Track <sup>SM</sup> GLWB with the Joint Option	[ [0.50-1.90]%	X]

**Notes Regarding Additional Charges:** An "X" next to the charge denotes the Option has been elected. For the Death Benefit Option the charge is shown as an annual charge added to the base Variable Account Charges and deducted from the Variable Account on a daily basis.

The GLWB Option charges are deducted from the Variable Account once each year based on the value of the Income Benefit Base (see the Option for details). If you elected a GLWB Option with the Joint Option, we may assess a higher additional charge and/or offer lower Lifetime Withdrawal Percentages than would apply if you had elected a GLWB Option without the Joint Option. The initial GLWB Option charge is stated above and is guaranteed under the conditions stated in the Option and in effect when it was issued. Utilization of non-automatic resets of the Income Benefit Base, as described in the "Non-Automatic Reset" section of the Option, may increase the GLWB Option charge, subject to the maximum charge stated in the Option. Refer to the GLWB Option for additional information.

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**PURCHASE PAYMENTS**

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**Limits on Purchase Payments under the Contract**

Total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner and/or Annuitant may not exceed \$1,000,000 unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000. Any excess amount not accepted will be returned to the Contract Owner.

**Nationwide Life Insurance Company**

P.O. Box [182021]  
Columbus, OH [43218-2021]  
[1-877-877-2716]

**[ Nationwide Destination<sup>SM</sup> Architect (2.0) ]**

Nationwide Destination is a service mark of Nationwide  
Mutual Insurance Company

Page 1 of 8

Application for

**Individual Flexible Purchase Payment  
Variable Deferred Annuity**

Minimum Initial Purchase Payment of \$25,000

The Federal Defense of Marriage Act states that neither civil union partners, domestic partners, nor same gender married couples are considered married under federal law. Therefore the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner, surviving domestic partner, or the surviving spouse of a same gender married couple. For information regarding federal tax laws please consult a tax advisor.

**1. Parties to the Contract**

*Please print.*

**1a. Contract Owner**

First Name: [John] MI: [Q] Last Name: [Doe]  
Employer/Trust Name (if applicable): [\_\_\_\_\_] *(Additional forms required. See the New Business enrollment packet.)*  
Date of Birth: [01/01/1956] Sex: ☒ M ☐ F Soc. Sec. No. or Tax ID: [123 - 45 - 6789]  
Street: [123 Anystreet]  
City: [Anycity] State: [Anystate] ZIP: [12345]  
E-mail Address: [jdoe@abccompany.com] Daytime Phone Number: ( [222] ) 222-2222

**1b. Joint/Contingent Owner**

Check **one** box only: ☒ Joint Owner *(Limited to spouses. Available only with Non-Qualified Contracts.)*  
☐ Contingent Owner *(Available only with Non-Qualified Contracts.)*

First Name: [Jane] MI: [M] Last Name: [Doe]  
Date of Birth: [12/01/1961] Sex: ☐ M ☒ F Soc. Sec. No. or Tax ID: [987 - 65 - 4321]  
Address: ☒ Same address as owner Street: [\_\_\_\_\_] City: [\_\_\_\_\_] State: [\_\_\_\_\_] ZIP: [\_\_\_\_\_] E-mail Address: [\_\_\_\_\_] Daytime Phone Number: ( )

**1c. Annuitant** *Complete only if different from Contract Owner. (Annuitant must be age 85 or younger.)*

First Name: [\_\_\_\_\_] MI: [\_\_\_\_\_] Last Name: [\_\_\_\_\_] Relationship to Contract Owner: [\_\_\_\_\_] Date of Birth: [\_\_\_\_\_] Sex: ☐ M ☐ F Soc. Sec. No. or Tax ID: [ - - - - - ] Address: ☐ Same address as owner Street: [\_\_\_\_\_] City: [\_\_\_\_\_] State: [\_\_\_\_\_] ZIP: [\_\_\_\_\_] E-mail Address: [\_\_\_\_\_] Daytime Phone Number: ( )

**1d. Spousal Protection/Co-Annuitant** No added charge, part of the death benefit. **Not available with CRTs (Charitable Remainder Trust).** Must be age 85 or younger. With Spousal Protection, both spouses will automatically be Primary Beneficiaries. When the Contract Owner named in section 1a. is a natural owner, this feature requires that the Contract Owner and Annuitant be the same person.


☐ Same as Joint Owner

First Name:  MI:  Last Name:   
Date of Birth:  Sex: ☐ M ☐ F Soc. Sec. No. or Tax ID:  -   
Address: ☐ Same address as owner Street:   
City:  State:  ZIP:   
E-mail Address:  Daytime Phone Number: (  )

**1e. Contingent Annuitant** (Must be age 85 or younger.)

First Name:  MI:  Last Name:   
Date of Birth:  Sex: ☐ M ☐ F Soc. Sec. No. or Tax ID:  -   
Address: ☐ Same address as owner Street:   
City:  State:  ZIP:   
E-mail Address:  Daytime Phone Number: (  )

**1f. Beneficiaries** Allocation to all Primary Beneficiaries must equal 100%. Contingent Beneficiaries must also equal 100%. Providing your Beneficiaries social security numbers (SSN) will help expedite Beneficiary claims and will ensure that Nationwide can properly identify your Beneficiaries.

 If you elected Spousal Protection/Co-Annuitant (section 1d), both spouses will automatically be Primary Beneficiaries. Instead only provide your Contingent Beneficiaries.  
By designating your spouse as a Primary Beneficiary AND not completing Spousal Protection/Co-Annuitant (section 1d), Nationwide will automatically add the Spousal Protection feature. If you do not want the Spousal Protection feature, please check the box below.

☐ I do not wish to add the Spousal Protection feature to my contract.

**Primary Beneficiaries**

☐ Pay all Primary Beneficiaries equally

Legal First Name:  John MI:  Q Last Name:  Doe  
Relationship to Annuitant:  Self Allocation (whole % only):  100 %  
SSN #:  123 - 45 - 6789 Sex: ☒ M ☐ F Date of Birth:  01/01/1956  
Address: ☒ Same address as owner Street:   
City:  State:  ZIP:   
E-mail Address:  Daytime Phone Number: (  )

Legal First Name:  Jane MI:  M Last Name:  Doe  
Relationship to Annuitant:  Wife Allocation (whole % only):  100 %  
SSN #:  987 - 65 - 4321 Sex: ☐ M ☒ F Date of Birth:  12/01/1961  
Address: ☒ Same address as owner Street:   
City:  State:  ZIP:   
E-mail Address:  Daytime Phone Number: (  )

If more than two Beneficiaries, list additional names on the Additional Beneficiaries form (in New Business Enrollment Packet).

**Contingent Beneficiaries section, continue to page 3.**

**1f. Beneficiaries** Allocation to all Contingent Beneficiaries must equal 100%.

**Contingent Beneficiaries**

☐ Pay all Contingent Beneficiaries equally

Legal First Name:  MI:  Last Name:   
Relationship to Annuitant:  Allocation (whole % only):  %  
SSN #:  -  -  Sex: ☐ M ☐ F Date of Birth:   
Address: ☐ Same address as owner Street:   
City:  State:  ZIP:   
E-mail Address:  Daytime Phone Number: (  )

Legal First Name:  MI:  Last Name:   
Relationship to Annuitant:  Allocation (whole % only):  %  
SSN #:  -  -  Sex: ☐ M ☐ F Date of Birth:   
Address: ☐ Same address as owner Street:   
City:  State:  ZIP:   
E-mail Address:  Daytime Phone Number: (  )

If more than two Beneficiaries, list additional names on the Additional Beneficiaries form (in New Business Enrollment Packet).

**2. Contract Information**

**2a. Contract Type** Must specify by checking a box.

☒ Non-Qualified

☐ Beneficially Owned Non-Qualified\*

☐ CRT\* (Charitable Remainder Trust)

☐ Traditional IRA – Tax Year:

☐ Beneficially Owned/Inherited IRA\*

☐ Custodial Owned IRA

☐ Roth IRA – Tax Year:  Tax Year Roth IRA started:

☐ Beneficially Owned/Inherited Roth IRA\*

☐ SIMPLE IRA\*

☐ SEP IRA\*

☐ 401(k)\*

☐ 401(a)\* (Investment Only)

\* Additional forms required.

**2b. Purchase Payment**

Approximate Amount: \$  25,000 (\$25,000 initial minimum.)

Payment Submitted Via: ☒ Check ☐ Wire ☐ 1035(a) Exchange\* ☐ Transfer/Rollover\*

\* Additional forms required. Please see the New Business Enrollment Packet.

**2c. Transfer Authorization for Registered Representative**

☐ By checking this box, you have authorized and directed Nationwide to accept instructions from the Registered Representative signing this application to execute exchanges among the investment options available under your Contract and/or to allocate any future Purchase Payments on your behalf. This power is personal to the Registered Representative, but may be delegated by written notification to Nationwide and only to individuals employed or under control of the Registered Representative for administrative/processing purposes. This power is not available for use by any person or organization providing any type of market-timing advice or service. Nationwide may revoke the authority of the Registered Representative to act on your behalf at any time by written notification to you.

If the box above is checked, your signature and the Registered Representatives signature at the end of this application represents agreement for yourselves, your heirs and the legal representatives of your estates and your successors in interest or assigns to release and hold harmless Nationwide from any and all liability in reliance on instructions given under the authority described above. You and the Registered Representative also agree to jointly and severally indemnify Nationwide for and against any claim, liability or expense arising out of any action taken by Nationwide in reliance of such instructions.

### 3. Contract Options *Election of Options in this section increase the Variable Account charges on your contract.*

#### 3a. I elect: ☒ Nationwide Lifetime Income Track<sup>SM</sup>

Contract Owner, or Annuitant in the case of non-natural Contract Owner, must be age 85 or younger.

Select one or more funds from Box A, or one model from Box B.

##### **A** Whole percentages only. Must add up to 100%.

- |                      |   |  |
|----------------------|---|--|
| <input type="text"/> | % | American Funds NVIT Asset Allocation Fund                |
| <input type="text"/> | % | Ivy Funds VIP Pathfinder Conservative                    |
| <input type="text"/> | % | Ivy Funds VIP Pathfinder Moderate                        |
| <input type="text"/> | % | Ivy Funds VIP Pathfinder Moderately Aggressive           |
| <input type="text"/> | % | Ivy Funds VIP Pathfinder Moderately Conservative         |
| <input type="text"/> | % | Loring Ward NVIT Moderate Fund                           |
| <input type="text"/> | % | NVIT Cardinal <sup>SM</sup> Balanced Fund                |
| <input type="text"/> | % | NVIT Cardinal <sup>SM</sup> Capital Appreciation Fund    |
| <input type="text"/> | % | NVIT Cardinal <sup>SM</sup> Moderate Fund                |
| <input type="text"/> | % | NVIT Cardinal <sup>SM</sup> Moderately Conservative Fund |
| <input type="text"/> | % | NVIT Investor Dest. Balanced Fund                        |
| <input type="text"/> | % | NVIT Investor Dest. Capital Appreciation Fund            |
| <input type="text"/> | % | NVIT Investor Dest. Moderate Fund                        |
| <input type="text"/> | % | NVIT Investor Dest. Moderately Conservative Fund         |

= 100%

To elect asset rebalancing, please complete section 4a.

##### **B** Elect **one** option only. **100%** of the money in the contract will be allocated to option elected.

- ☐ American Funds Option (34% American Funds NVIT Growth-Income Fund, 33% American Funds NVIT Asset Allocation Fund, 33% American Funds NVIT Bond Fund)

- ☒ Nationwide Custom Portfolio



Nationwide Custom Portfolio requires submission of a Custom Portfolio Administrative form which is located in the New Business Enrollment Packet.

Please check the box which best describes your anticipated use of this benefit.

- ☐ Immediately ☐ In \_\_\_\_ years ☒ Not Sure



If the Determining Life, younger of the Determining Life or Joint Determining Life if the Joint Option is elected, is age 59 1/2 and you want to begin immediate income, you must complete the Lifetime Income Administrative form in the New Business Enrollment Packet.

#### 3b. Joint Option

By electing the Joint Option, you are accepting additional charges and/or lower lifetime withdrawal percentages. See your prospectus for additional information. You are also naming your spouse as a Joint Determining Life (spouse must be age 85 or younger). This benefit will allow the income from Nationwide Lifetime Income Track<sup>SM</sup> to continue to the Joint Determining Life after the death of the Determining Life. Please note that lifetime income percentage will be based on the age of the younger spouse. The Determining Life and Joint Determining Life will be named as sole Primary Beneficiaries. When the Contract Owner named in section 1a. is a natural owner, this feature requires that the Contract Owner and Annuitant be the same person. **Not available with CRT (Charitable Remainder Trust) contracts.**

- ☒ Joint Option ☐ Same as Co-Annuitant

First Name:  MI:  Last Name:   
 Date of Birth:  Sex: ☐ M ☒ F Soc. Sec. No. or Tax ID:   
 E-mail Address:  Daytime Phone Number:



**3c. Death Benefits** If a death benefit option is not elected, we will default to the Standard Death Benefit.

I elect (choose only **one**): ☒ Standard Death Benefit

☐ One-Year Enhanced Death Benefit (Annuitant/Co-Annuitant, age 80 or younger.)

**4. Investment Options**

**4a. Asset Rebalancing** The Contract Value will be rebalanced based on the variable fund purchase payment allocations elected on the application at the frequency selected below unless subsequently changed.

☐ Quarterly

☐ Semi-Annually

☐ Annually

**4b. Dollar Cost Averaging (DCA)**

☐ Standard Account Monthly: Dollar Amount to DCA \$

Not available with Nationwide Lifetime Income Track<sup>SM</sup>

(Choose only one fund.)

☐ NVIT Core Bond Fund

☐ NVIT Government Bond Fund

☐ NVIT Money Market Fund

☐ NVIT Short Term Bond Fund

☐ PIMCO VIT Low Duration Portfolio

#### 4c. Purchase Payment Allocation and Disclosures

Funds designated by an \* may include additional restrictions and/or charges. Please review the underlying fund prospectus carefully. The underlying investment options listed below are only available in variable annuity insurance products issued by life insurance companies or, in some cases, through participation in certain qualified pension or retirement plans. They are NOT offered to the general public directly. Consult your prospectus for reference to Share Class.

**Must be whole percentages and must add up to 100%.**

##### AllianceBernstein Variable Products Series Fund, Inc.

- % AllianceBernstein VPS Balanced Wealth Strategy Portfolio
- % AllianceBernstein VPS Dynamic Asset Allocation Portfolio
- % AllianceBernstein VPS Small/Mid Cap Value Portfolio

##### American Century Variable Portfolios, Inc.

- % American Century VP Mid Cap Value Fund
- % American Century VP Inflation Protection Fund

##### BlackRock Variable Series Funds, Inc.

- % BlackRock Global Allocation V.I. Fund

##### Delaware Variable Insurance Products

- % Delaware VIP Value Series Portfolio

##### Dreyfus

- % Dreyfus IP Small Cap Stock Index Portfolio
- % Dreyfus Stock Index Fund, Inc.
- % Dreyfus VIF Appreciation Portfolio

##### Eaton Vance Variable Trust

- % Eaton Vance VT Floating-Rate Income Fund

##### Fidelity Variable Insurance Products Fund

- % Fidelity VIP Energy Portfolio\*
- % Fidelity VIP Growth Portfolio
- % Fidelity VIP Investment Grade Bond Portfolio
- % Fidelity VIP Mid Cap Portfolio
- % Fidelity VIP Real Estate Portfolio

##### Franklin Templeton Variable Insurance Products Trust

- % Franklin VIPT Founding Funds Allocation Fund
- % Franklin VIPT High Income Securities Fund
- % Franklin VIPT Income Securities Fund
- % Franklin VIPT Mutual Global Discovery Securities Fund
- % Franklin VIPT Strategic Income Securities Fund
- % Franklin VIPT Small Cap Value Securities Fund
- % Templeton VIPT Global Bond Securities Fund

##### Goldman Sachs Variable Insurance Trust

- % Goldman Sachs VIT Global Markets Navigator Fund
- % Goldman Sachs VIT Structured Small Cap Equity Fund

##### Guggenheim Variable Funds

- % Guggenheim VT Multi-Hedge Strategies

##### Huntington Variable Annuity Funds

- % Huntington VA International Equity Fund
- % Huntington VA Situs Fund

##### Invesco Variable Insurance Funds

- % Invesco VI Balanced Risk Allocation Fund

##### Ivy Funds Variable Insurance Portfolios, Inc.

- % Ivy Funds VIP Asset Strategy
- % Ivy Funds VIP High Income
- % Ivy Funds VIP Mid Cap Growth
- % Ivy Funds VIP Pathfinder Aggressive
- % Ivy Funds VIP Pathfinder Conservative
- % Ivy Funds VIP Pathfinder Moderately Aggressive
- % Ivy Funds VIP Pathfinder Moderately Conservative
- % Ivy Funds VIP Pathfinder Moderate

##### Janus Aspen Series

- % Janus Aspen Series Enterprise Portfolio
- % Janus Aspen Series Forty Portfolio
- % Janus Aspen Series Global Technology Portfolio

##### Lazard Retirement Series, Inc.

- % Lazard Retirement Emerging Markets Equity Portfolio

##### MFS® Variable Insurance Trust

- % MFS VIT New Discovery Series
- % MFS VIT Utilities Series
- % MFS VIT Value Series

##### MFS® Variable Insurance Trust II

- % MFS VIT International Value Portfolio

##### Nationwide Variable Insurance Trust (NVIT)

- % American Century NVIT Growth Fund
- % American Century NVIT Multi Cap Value Fund
- % American Funds NVIT Asset Allocation Fund
- % American Funds NVIT Bond Fund
- % American Funds NVIT Global Growth Fund
- % American Funds NVIT Growth Fund
- % American Funds NVIT Growth-Income Fund
- % Federated NVIT High Income Bond Fund\*
- % Loring Ward NVIT Capital Appreciation Fund
- % Loring Ward NVIT Moderate Fund
- % Neuberger Berman NVIT Socially Responsible Fund
- % NVIT Cardinal<sup>SM</sup> Aggressive Fund
- % NVIT Cardinal<sup>SM</sup> Balanced Fund
- % NVIT Cardinal<sup>SM</sup> Capital Appreciation Fund
- % NVIT Cardinal<sup>SM</sup> Conservative Fund
- % NVIT Cardinal<sup>SM</sup> Moderate Fund
- % NVIT Cardinal<sup>SM</sup> Moderately Aggressive Fund
- % NVIT Cardinal<sup>SM</sup> Moderately Conservative Fund
- % NVIT Core Plus Bond Fund
- % NVIT Emerging Markets Fund
- % NVIT Government Bond Fund
- % NVIT International Equity Fund
- % NVIT International Index Fund
- % NVIT Investor Dest. Aggressive Fund
- % NVIT Investor Dest. Balanced Fund
- % NVIT Investor Dest. Capital Appreciation Fund

- % NVIT Investor Dest. Conservative Fund
- % NVIT Investor Dest. Moderate Fund
- % NVIT Investor Dest. Moderately Aggressive Fund
- % NVIT Investor Dest. Moderately Conservative Fund
- % NVIT Mid Cap Index Fund
- % NVIT Money Market Fund
- % NVIT Multi-Manager Large Cap Growth Fund
- % NVIT Multi-Manager Large Cap Value Fund
- % NVIT Multi-Manager Mid Cap Growth Fund
- % NVIT Multi-Manager Mid Cap Value Fund
- % NVIT Multi-Manager Small Cap Value Fund
- % NVIT Multi-Manager Small Company Fund
- % NVIT Multi Sector Bond Fund
- % NVIT Real Estate Fund
- % NVIT Short Term Bond Fund
- % Templeton NVIT International Value Fund\*
- % Van Kampen NVIT Comstock Value Fund

##### Oppenheimer Variable Account Funds

- % Oppenheimer Global Securities Fund/VA
- % Oppenheimer International Growth Fund/VA
- % Oppenheimer Main Street® Fund/VA

##### PIMCO Variable Insurance Trust

- % PIMCO VIT All Asset Portfolio
- % PIMCO VIT Commodity RealReturn® Strategy Portfolio
- % PIMCO VIT Emerging Markets Bond Portfolio
- % PIMCO VIT Foreign Bond Portfolio (Unhedged)
- % PIMCO VIT Foreign Bond Portfolio (U.S. Dollar-Hedged)
- % PIMCO VIT High Yield Portfolio
- % PIMCO VIT Low Duration Portfolio
- % PIMCO VIT RealReturn® Portfolio
- % PIMCO VIT Total Return Portfolio

##### Royce Capital Funds

- % Royce Capital Fund Small-Cap Portfolio

##### T. Rowe Price Equity Series, Inc.

- % T. Rowe Price Health Sciences Portfolio

##### Universal Institutional Funds, Inc.

- % UIF Emerging Markets Debt Portfolio
- % UIF Global Real Estate Portfolio

##### Van Eck VIP Trust

- % Van Eck VIPT Global Hard Assets Fund

##### Wells Fargo Advantage Variable Trust

- % Wells Fargo Advantage VT Small Cap Growth Fund

**Total fund allocations must equal 100%.**

## 5. State Disclosure

**Notice to AR Residents Only:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Notice to DC Residents Only; WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**Notice to MA Residents Only:** You must complete the application approved for use in Massachusetts and you must be issued a Massachusetts approved contract.

**Notice to ND and SD Residents Only:** Annuity payments, death benefits, surrender values, and other Contract values provided by this Contract, when based on the investment experience of a separate account, may increase or decrease in accordance with the fluctuations in the net investment factor and are not guaranteed as to fixed-dollar amount, unless otherwise specified.

Additionally, any benefits, values or payments based on performance of the underlying investment options may vary and are NOT guaranteed by Nationwide Life Insurance Company, any other insurance company, by the U.S. Government, or any State Government. They are NOT federally insured by the FDIC, the Federal Reserve Board or any agency Federal or State.

## 6. Contract Owner Signatures and Authorizations

### 6a. Replacement Information

☐ Yes ☒ No Do you have existing life insurance or annuity contracts?

☐ Yes ☒ No Will the applied for Contract replace, discontinue or change any existing life insurance or annuity contracts?



**If you answered "yes" to EITHER question above, your state may require NAIC or state specific replacement forms. Please look in the New Business Enrollment Packet to see if your state requires additional NAIC or state specific replacement forms.**

### 6b. Acknowledgements, Disclosure and Signatures

I acknowledge that I have received and understand the current prospectus for this variable annuity Contract, and that by signing this application I understand and acknowledge the following:

**Annuity payments, death benefits, surrender values, and other Contract Values provided by this Contract, when based on the investment experience of a separate account, may increase or decrease and are not guaranteed as to fixed-dollar amount, unless otherwise specified.**

- The Contract limits Purchase Payments to \$1 million for all Contracts issued by Nationwide with the same Contract Owner, Joint Owner, Annuitant, Co-Annuitant, Determining Life and/or Joint Determining Life if Nationwide Lifetime Income Track<sup>SM</sup> is selected, subject to permission from Nationwide. Election of Nationwide Lifetime Income Track<sup>SM</sup> further limits total Purchase Payments to \$50,000 per year for all Contracts issued by Nationwide with the same Contract Owner, Joint Owner, Annuitant, Co-Annuitant, Determining Life, and/or Joint Determining Life, subject to permission from Nationwide
- That I do not represent a corporate entity or institutional investor
- I understand the purpose of the Contract for which I am applying is to provide long-term benefits to the Contract Owner and/or Annuitant and that, if I plan to change the Contract Owner or assign benefits under the Contract, the Contract will not meet this objective
- That a change of Contract Owner or assignment of the Contract may result in the termination or reduction of the death benefit under the Contract, any elected death benefit option, and/or Nationwide Lifetime Income Track<sup>SM</sup>
- I understand the purpose of the Contract for which I am applying is to provide long-term benefits to the Contract Owner and/or Annuitant and that, if the Annuitant I am naming has been diagnosed with or has an indication of an illness expected to result in death within 12 months, the Contract will not meet this objective

When you sign this application, you are agreeing to the elections you have made and acknowledging your understanding of the terms and conditions described in this application. If you have any questions, ask your Registered Representative BEFORE you sign this application.



**Contract Owner**

**Must Sign Here:** X John Q. Doe

Joint Contract Owner Signature (if any): X Jane M. Doe

State In Which Application Was Signed: Anystate

Date: May 1, 2013

## 7. Primary Registered Representative Information

### 7a. Primary Registered Representative Replacement Information



☐ Yes ☒ No Are you aware of any existing annuities or insurance owned by the applicant?  
☐ Yes ☒ No Will the applied for Contract replace, discontinue or change any existing life insurance or annuity contracts?

### 7b. Primary Registered Representative Information (Please print.)

First Name:  MI:  Last Name:

Office Street Address:

City:  State:  ZIP:

Phone:  Percentage  %

E-mail:

Broker/Dealer Name:

SSN #:  (Not required if broker and broker dealer name are printed clearly above.)

When the Registered Representative signs this application, he/she is agreeing to all the terms and conditions applicable to him/her as the Registered Representative.

Signature: ☒ Thomas A Moore Date:

Principal's Signature: ☒ James P Smith Date:

## 8. Additional Registered Representative Information

### 8a. Additional Registered Representative Replacement Information



☐ Yes ☐ No Are you aware of any existing annuities or insurance owned by the applicant?  
☐ Yes ☐ No Will the applied for Contract replace, discontinue or change any existing life insurance or annuity contracts?

### 8b. Additional Registered Representative Information (Please print.)

First Name:  MI:  Last Name:

Office Street Address:

City:  State:  ZIP:

Phone:  Percentage  %

E-mail:

Broker/Dealer Name:

SSN #:  (Not required if broker and broker dealer name are printed clearly above.)

When the Registered Representative signs this application, he/she is agreeing to all the terms and conditions applicable to him/her as the Registered Representative.

Signature: ☒ Date:

Principal's Signature: ☒ Date:



NATIONWIDE LIFE INSURANCE COMPANY  
ONE NATIONWIDE PLAZA  
COLUMBUS, OHIO 43215

NATIONWIDE LIFETIME INCOME TRACK<sup>SM</sup>

**GUARANTEED LIFETIME WITHDRAWAL BENEFIT ("GLWB") OPTION**

**General Information Regarding this Option**

This option is made part of the Contract to which it is attached and is effective on the Option Issue Date stated in the GLWB Option Specifications Page.

To the extent any provisions contained in this option are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this option will control the Contract. Terms not defined in this option have the meaning given to them in the Contract.

This option provides a lifetime withdrawal benefit even if negative investment experience and/or lifetime withdrawals reduce the Contract Value to zero. A one-time Non-Lifetime Withdrawal is also permitted subject to the terms of this option.

**This option is irrevocable. However, the purpose of the guaranteed withdrawal benefit provided under this option is to provide security through an available Lifetime Withdrawal Amount for the Determining Life, and if applicable the Joint Determining Life. Therefore, the option will terminate upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in item 4 of the Termination section of this option.**

**Warnings:** The Income Benefit Base cannot be Surrendered as a lump sum and is not payable as a death benefit.

**Early Surrenders, Excess Surrenders, and/or a Non-Lifetime Withdrawal, could reduce future benefits under this option by more than the dollar amount of the Surrender.**

**Surrenders prior to age 59 1/2 may result in the immediate application of taxes and penalties under Section 72 of the Internal Revenue Code.**

**Definitions**

The following definitions are added to the Contract:

**Determining Life** - The person designated as Contract Owner on the application (Annuitant in the event of a non-natural Contract Owner).

**Early Surrender** - Any Surrender taken before the Lifetime Withdrawal Availability Date.

**Excess Surrender** - The amount of any Surrender, other than a Non-Lifetime Withdrawal, taken after the Lifetime Withdrawal Availability Date that exceeds the Lifetime Withdrawal Amount.

**Income Benefit Base** - The value calculated under this option that is multiplied by the Lifetime Withdrawal Percentage to determine the Lifetime Withdrawal Amount.

**Joint Determining Life** - The spouse of the Determining Life upon whose lifetime withdrawals under this option may also be based. A Joint Determining Life may only be named when the Joint Option is elected.

**Joint Option** - An election allowing the spouse of the Determining Life to be named as a Joint Determining Life.

**Lifetime Withdrawal(s)** - Surrender of all or a portion of the Lifetime Withdrawal Amount.

**Lifetime Withdrawal Amount** - The maximum amount that can be Surrendered as a Lifetime Withdrawal between Option Anniversaries after the Lifetime Withdrawal Availability Date without reducing the Income Benefit Base. It is calculated by multiplying the Income Benefit Base by the Lifetime Withdrawal Percentage.

**Lifetime Withdrawal Availability Date** - The date the Determining Life, younger of the Determining Life and Joint Determining Life if the Joint Option is elected, reaches age 59 1/2.

**Lifetime Withdrawal Percentage** - A specified percentage based on the Option Age and the age of the Determining Life, younger of the Determining Life and Joint Determining Life if the Joint Option is elected, at the time the first Lifetime Withdrawal is taken. Please refer to the applicable Lifetime Withdrawal Percentages table in the GLWB Option Specifications Page.

**Non-Lifetime Withdrawal** - A one-time only election to have the first Surrender after the Non-Lifetime Withdrawal Availability Date not treated as a Lifetime Withdrawal. See the Non-Lifetime Withdrawal section of this option for details.

**Non-Lifetime Withdrawal Availability Date** - The later of the first Option Anniversary or the Lifetime Withdrawal Availability Date.

**Option Age** - The number of completed years measured from the Option Issue Date stated in the GLWB Option Specifications Page.

**Option Anniversary** - Each recurring one-year anniversary beginning with the Option Issue Date.

**Option Year** - Beginning with the Option Issue Date, each one-year period this option remains in-force.

**Original Income Benefit Base** - The Contract Value on the Option Issue Date.

**Permitted Investment Options** - Sub-Accounts and/or asset allocation models Nationwide designates for availability with this option. The Fixed Account, if available, is not a Permitted Investment Option, i.e. Purchase Payments cannot be allocated to nor Contract Value transferred to or from the Fixed Account, except that, for Contracts that offer the Fixed Account, it is available as the originating account for dollar cost averaging for lifetime income option programs.

## Reports

Before the first Lifetime Withdrawal is taken, the annual report provided for the Contract will include the Income Benefit Base on the latest Option Anniversary and the Lifetime Withdrawal Amount available for the earliest possible Lifetime Withdrawal. After the first Lifetime Withdrawal is taken, the annual report will include the Lifetime Withdrawal Amount and the then current Income Benefit Base.

## Additional Charge

Nationwide will deduct an additional charge of up to 1.50% of the then current Income Benefit Base on each Option Anniversary. A prorated charge for any partially completed Option Year will also be deducted upon full Surrender of the Contract. The charge is deducted proportionally from the elected Permitted Investment Options on each Option Anniversary.

If the Joint Option is elected, Nationwide will deduct a charge in addition to the base charge under this option and/or offer lower Lifetime Withdrawal Percentages. If a charge is assessed for the Joint Option, it will be up to 0.40% of the current value of the Income Benefit Base on each Option Anniversary. If a charge is assessed, a prorated charge for any partially completed Option Year will also be deducted upon full Surrender of the Contract. The charge is deducted proportionally from the elected Permitted Investment Options on each Option Anniversary. Lifetime Withdrawal Percentages with and without election of the Joint Option are stated in the GLWB Option Specifications Page.

**The initial GLWB Option charge on the Option Issue Date is stated in the Contract Specifications Page if this option is elected at the time of application or in the GLWB Option Specifications Page if elected post-issue and is guaranteed under the conditions stated in this option and in effect when it was issued. The guaranteed maximum charges for the GLWB Option and the Joint Option are stated in the GLWB Option Specifications Page.**

**Utilization of non-automatic resets of the Income Benefit Base, as described in the "Non-Automatic Reset" section of this option, may increase the GLWB Option charge, subject to the maximum charge stated in this option.**

## Option Requirements and Restrictions

The following apply to this option:

- (1) This option is only available to Contracts with a Determining Life of age 85 years or less on the Option Issue Date;
- (2) This option is not available to a beneficially owned Contract - a Contract that is inherited or established by a Beneficiary who continues to hold the Contract as a Beneficiary (as opposed to treating the Contract as his/her own) for tax purposes;

- (3) After the first Option Anniversary, Nationwide reserves the right to refuse any subsequent Purchase Payments in excess of \$50,000 per Option Year for all Nationwide issued contracts with the same Contract Owner, Joint Owner Annuitant, Co-Annuitant, Determining Life and/or Joint Determining Life. Any excess amount refused will be returned to the Contract Owner;
- (4) Total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner, Joint Owner, Annuitant, Co-Annuitant, Determining Life and/or Joint Determining Life may not exceed \$1,000,000 unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000. Any excess amount not accepted will be returned to the Contract Owner;
- (5) Loans, to the extent otherwise permitted under the Contract or an endorsement to the Contract, are not allowed;
- (6) Nationwide may restrict the availability of this option in conjunction with other options that may be offered under the Contract. Other options that are not available for election in conjunction with this option are identified in the application;
- (7) For Contracts that otherwise offer the Fixed Account, it is not available with this option, except as the originating account for any dollar cost averaging program offered in conjunction with this option (for additional information, see the Fixed Account Endorsement if applicable);
- (8) The Determining Life cannot be changed;
- (9) The manner in which the Contract Value, Death Benefit, or any other benefits or values described in the Contract or any other option are calculated is not modified by this option;
- (10) As with any Surrender, Surrender of the Lifetime Withdrawal Amount and the Non-Lifetime Withdrawal, if taken, will reduce the Contract Value, Death Benefit, and any other benefits and values as described in the Contract or any other option; and
- (11) Allocations and transfers among the investment options are limited as provided in the Investment Allocation and Transfer Restrictions section of this option.

## **Joint Option**

The Joint Option feature is available for all contract types except Charitable Remainder Trust owned Contracts. For all other contract types, the applicant may elect the feature only at the time this GLWB Option is elected. If elected, this feature allows the survivor of the Determining Life and Joint Determining Life to continue to receive, for the duration of his/her lifetime, the Lifetime Withdrawal Amount.

In order to take advantage of this additional benefit the following will apply:

- (1) The spouse of the Determining Life must be named as the Joint Determining Life and cannot be changed;
- (2) The Joint Determining Life must be of age 85 years or less on the Option Issue Date;
- (3) For Contracts with a non-natural owner, the Determining Life and Joint Determining Life must be named as Co-Annuitants, except in the case of a non-natural Contract Owner and/or Joint Owner, and where the spousal protection benefit (payment of a Death Benefit on both spouses) is not used, the Determining Life and Joint Determining Life must be named as the Annuitant and Contingent Annuitant. In this case, one Death Benefit is paid when the last survivor of the Annuitant and Contingent Annuitant dies;
- (4) The Determining Life and Joint Determining Life must be named as the only primary Beneficiaries. Any other named parties to the Contract, except for Contingent Beneficiaries, must be the Determining Life or Joint Determining Life; and
- (5) If both the Determining Life and Joint Determining Life are alive upon Annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose life any annuity payments involving life contingencies depend. For a Contract issued under Code section 401(a) or 403(b), or as an IRA or Roth IRA, only the person for whose benefit the Contract was established may be named.

## **Termination of the Joint Option**

Once the Joint Option is elected, it can only be removed from the Contract prior to the first Lifetime Withdrawal and if Nationwide is provided with proof of divorce, annulment, or dissolution of the marriage between the Determining Life and Joint Determining Life.

If the Joint Option is removed, any additional charge assessed for it will end and/or the applicable Lifetime Withdrawal Percentages will be those that would have applied if the Joint Option had never been elected.

If the Joint Option is removed from the Contract, it may not be re-elected or added to cover a subsequent spouse.

### **Investment Allocation and Transfer Restrictions**

Nationwide will restrict the allocation of Purchase Payments and transfers of Contract Value to Permitted Investment Options in conjunction with this option. Nationwide also reserves the right to restrict allocations to Permitted Investment Options in which the Contract Owner is already invested after the election of this option. Nationwide may substitute Permitted Investment Options available to the Contract Owner in the event any previous Permitted Investment Option(s) are no longer available to the Variable Account or Nationwide's management determines that any previous Permitted Investment Option(s) are no longer appropriate for the purposes of the Contract or this option. The Contract Owner will be notified in writing of any changes to the Permitted Investment Options.

### **Calculation of the Lifetime Withdrawal Amount**

At any time after the Lifetime Withdrawal Availability Date the Contract Owner may, but is not required to, begin taking Lifetime Withdrawals from the Contract. Nationwide will Surrender amounts proportionally from each elected Permitted Investment Option.

At the time of the first Lifetime Withdrawal, the Lifetime Withdrawal Percentage is established in accordance with the applicable table in the GLWB Option Specifications Page. Once the Lifetime Withdrawal Percentage is established it will be multiplied by the then current Income Benefit Base to determine the dollar value of the Lifetime Withdrawal Amount for the current Option Year. When the Lifetime Withdrawal Percentage is established, it will not be subject to any change as long as the Contract and this option remain in-force. The Lifetime Withdrawal Amount may be taken during each Option Year beginning with the first Lifetime Withdrawal and is non-cumulative.

This means any part of the Lifetime Withdrawal Amount not taken during a given Option Year cannot be added to the available Lifetime Withdrawal Amount in any later Option Years.

If the Lifetime Withdrawal Amount is scheduled to be \$100 or less, Nationwide may require the interval of payment to be modified so the Lifetime Withdrawal Amount will equal more than \$100. In no case will scheduled lifetime withdrawals be modified to an interval greater than annual.

### **Calculation of the Income Benefit Base**

#### *Calculation Before Lifetime Withdrawals Begin*

During the first Option Year, the current Income Benefit Base equals the Original Income Benefit Base plus any subsequent Purchase Payments and credits applied. Each time the Income Benefit Base is recalculated, as described below, the resulting Income Benefit Base becomes the current Income Benefit Base.

Provided no Early Surrenders are taken from the Contract and the Contract Owner has not opted out of automatic reset opportunities, the current Income Benefit Base equals the highest Contract Value on any Option Anniversary plus Purchase Payments submitted and any credits applied after that Option Anniversary, reduced for the Non-Lifetime Withdrawal, if applicable.

If at any time prior to the first Lifetime Withdrawal, the Contract Value is equal to zero, no further recalculations of the Income Benefit Base will be performed. The Lifetime Withdrawal Amount will be established using the Income Benefit Base calculated on the most recent Option Anniversary.

#### Early Surrender

If an Early Surrender is taken in any Option Year, the Income Benefit Base will immediately be reduced by the greater of the following two amounts, including any CDSC and/or taxes:

- (1) the gross dollar amount of the Early Surrender; or
- (2) a figure representing the proportional amount of the Early Surrender. This amount is determined by the following formula:

$$\frac{\text{gross dollar amount of the Early Surrender}}{\text{Contract Value}} \times \text{current Income Benefit Base prior to the Early Surrender}$$

### *Non-Lifetime Withdrawal*

This option permits a one-time only election to designate the **first** Surrender taken on or after the Non-Lifetime Withdrawal Availability Date as the Non-Lifetime Withdrawal. The Non-Lifetime Withdrawal does **not** establish the Lifetime Withdrawal Percentage. The Non-Lifetime Withdrawal is subject to the following:

- (1) The Surrender request must be submitted in writing after the Non-Lifetime Withdrawal Availability Date;
- (2) The request must state that the Surrender is being requested as a Non-Lifetime Withdrawal; and
- (3) The Income Benefit Base in effect on the date of the Non-Lifetime Withdrawal will be reduced proportionally by the gross amount of the Non-Lifetime Withdrawal, including any CDSC and/or taxes, as follows:

$\frac{\text{gross dollar amount of the Non-Lifetime Withdrawal}}{\text{Contract Value}}$	X	$\text{current Income Benefit Base prior to the Non-Lifetime Withdrawal}$
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If you begin Lifetime Withdrawals before taking the Non-Lifetime Withdrawal, you forfeit the ability to take a Non-Lifetime Withdrawal.

### *Calculation After Lifetime Withdrawals Begin*

After the first Lifetime Withdrawal, the Income Benefit Base is not subject to change, except due to Excess Surrenders, additional Purchase Payments, or reset opportunities, see the "Reset Opportunities" section of this option.

#### Excess Surrender

If an Excess Surrender is taken in any Option Year, the Income Benefit Base will immediately be reduced by the greater of the following two amounts, including any CDSC and/or taxes:

- (1) the gross dollar amount of the Excess Surrender; or
- (2) a figure representing the proportional amount of the Excess Surrender. This amount is determined by the following formula:

$\frac{\text{gross dollar amount of the Excess Surrender}}{\text{Contract Value (reduced by the Lifetime Withdrawal Amount)}}$	X	$\text{current Income Benefit Base prior to the Excess Surrender}$
--	---	--

Notwithstanding the above, if required minimum distributions for the Contract under the Internal Revenue Code will not be met for the calendar year by Surrendering the available Lifetime Withdrawal Amount, the Determining Life, or Joint Determining Life, if applicable, will be permitted to Surrender Contract Value in excess of the Lifetime Withdrawal Amount without reducing the Income Benefit Base. This option is not permitted for beneficially owned Contracts. Nationwide may eliminate this right if the Internal Revenue Code provisions or Internal Revenue Service rules or guidance relating to required minimum distributions change.

Surrenders up to the Lifetime Withdrawal Amount are free of Contingent Deferred Sales Charges (CDSC), if applicable. For purposes of CDSC, the gross amount Surrendered will include any recapture of credits, if applicable, according to the Contract or any elected options.

#### Increase by Purchase Payment

Subsequent Purchase Payments to the Contract will increase the Income Benefit Base by the amount of the Purchase Payment submitted and any credits applied.

However, once the Contract Value falls to zero, the Determining Life, or Joint Determining Life if applicable is no longer permitted to submit additional Purchase Payments or take Surrenders in excess of the current calculated Lifetime Withdrawal Amount.

#### Reset Opportunities

Unless you instruct otherwise, automatic resets will occur on each Option Anniversary prior to the first Lifetime Withdrawal. Thereafter, resets will be automatic until the current charge or the list of Permitted Investment Options associated with this option change. In the event the charge or the list of Permitted Investment Options associated with this option change, the reset opportunities are no longer automatic.

At the time of a reset, Nationwide will compare the then current Income Benefit Base and the Contract Value. If the Contract Value is greater, the Income Benefit Base will be reset to equal that Contract Value.

### *Automatic Reset*

On any Option Anniversary while automatic resets are in effect, Nationwide will perform the reset comparison and increase the Income Benefit Base if applicable.

The Contract Owner, Annuitant in the case of a non-natural Contract Owner, may elect in writing to discontinue the automatic reset feature. You may subsequently elect in writing to resume the automatic reset feature.

### *Non-Automatic Reset*

In the event the charge or the list of Permitted Investment Options associated with this option change after the first Lifetime Withdrawal, the reset opportunities are no longer automatic. However, Nationwide will provide written notice to the Contract Owner on or about the Option Anniversary, provided that the Contract Value exceeds the Income Benefit Base on the Option Anniversary. The notice will include information about the then current Contract Value, Income Benefit Base, charge, and list of Permitted Investment Options. Nationwide will also provide the Contract Owner with instructions on how to communicate an election to reset the Income Benefit Base.

If made, such election must be received within 60 days after this Option Anniversary. The reset of the Income Benefit Base, if elected, will be subject to the then current charge and list of Permitted Investment Options associated with this option.

If Nationwide does not receive an election from the Determining Life to reset the Income Benefit Base within 60 days after the Option Anniversary, Nationwide will not reset the Income Benefit Base and future automatic resets will cease unless resumed as provided below.

Following rejection of a non-automatic reset, Nationwide will provide written notice of subsequent reset opportunities on or about the Option Anniversary. Such notices will be sent to the Contract Owner provided the Contract is otherwise eligible and in force. In the event a non-automatic reset is elected, automatic resets will resume as provided in this option unless the Contract Owner, Annuitant in the case of a non-natural Contract Owner, instructs otherwise in writing.

Note: Nationwide may offer later versions of this option on a prospective basis to new purchasers with different charges and/or benefits. Later versions do not constitute changes to previously issued options unless expressly stated.

### **Termination**

This option ends upon the earliest of the following:

- (1) a full Surrender of the Contract;
- (2) the death of the Determining Life or, if the Joint Option is elected, the available Lifetime Withdrawal Amount ends upon the death of the last survivor of the Determining Life and the Joint Determining Life;
- (3) Annuitization of the Contract; or
- (4) if the Contract Owner is changed or the Contract is assigned, this option will terminate, except in the following circumstances:
  - (a) the new Contract Owner or assignee assumes full ownership of the Contract and is essentially the same person (e.g. an individual ownership changed to a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);
  - (b) ownership of an IRA or Roth IRA is being changed from one custodian to another, from the Determining Life to a custodian, or from a custodian to the Determining Life;
  - (c) the assignment is for the purpose of effectuating a 1035 exchange of the Contract (i.e. the option may continue during the temporary assignment period and not terminate until the Contract is actually Surrendered); or
  - (d) the change is merely the removal of a Contract Owner where the Contract is jointly owned.

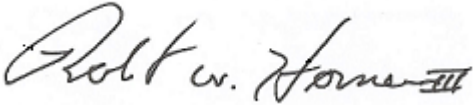
In addition, if an Early Surrender, Excess Surrender, or Non-Lifetime Withdrawal reduces the Income Benefit Base to zero, the Contract will terminate and all benefits under this option will end.

If this option terminates for any reason, the additional charge will also terminate.


### **Annuity Purchase Rates**

Notwithstanding any guaranteed annuity purchase rates stated in the Contract, the annuity purchase rates available on the Annuity Commencement Date will not provide less income than the Lifetime Withdrawal Amount in effect at the time of Annuitization.

Executed for Nationwide by:

A handwritten signature in cursive script, reading "Robert W. Horne III", enclosed within a rectangular box.

Secretary

A handwritten signature in cursive script, reading "Bill A. Walker", enclosed within a rectangular box.

President

## GLWB OPTION SPECIFICATIONS PAGE

### OPTION INFORMATION

**Option Issue Date:** [XX/XX/XXXX]

**Option Charges:**

**Guaranteed Maximum Charge for GLWB Option without the Joint Option:**

1.50% of the then current Income Benefit Base deducted on each Option Anniversary

**Guaranteed Maximum Charge for the Joint Option:**

0.40% of the then current Income Benefit Base deducted on each Option Anniversary

### OPTIONS ELECTED

Guaranteed Lifetime Withdrawal Benefit ("GLWB") Options

**Added Charge**

Nationwide Lifetime Income Track <sup>SM</sup> GLWB Option	[ [0.50-1.50]% X]
Nationwide Lifetime Income Track <sup>SM</sup> GLWB with the Joint Option	[ [0.50-1.90]% X]

**Notes Regarding Additional Charges:**

An "X" next to the charge denotes the Option has been elected.

The GLWB Option charges are deducted from the Variable Account once each year based on the value of the Income Benefit Base (see the Option for details). If you elected the GLWB Option with the Joint Option, we may assess a higher additional charge and/or offer lower Lifetime Withdrawal Percentages than would apply if you had elected a GLWB Option without the Joint Option. The initial GLWB Option charge is stated above and is guaranteed under the conditions stated in the Option and in effect when it was issued. Utilization of non-automatic resets of the Income Benefit Base, as described in the "Non-Automatic Reset" section of the Option, may increase the GLWB Option charge, subject to the maximum charge stated in the Option. Refer to the GLWB Option form for additional information.

### GLWB LIFETIME WITHDRAWAL PERCENTAGES TABLES

**Lifetime Withdrawal Percentages if the Joint Option is not elected:**

Age of the Determining Life *	Lifetime Withdrawal Percentage if Option Age is less than [5] Option Years	Lifetime Withdrawal Percentage if Option Age is greater than or equal to [5] but less than [10] Option Years	Lifetime Withdrawal Percentage if Option Age is greater than or equal to [10] but less than [15] Option Years	Lifetime Withdrawal Percentage if Option Age is greater than or equal to [15] Option Years
[[59 1/2 through 64]	[1-10%]	[1-10%]	[1-10%]	[1-10%]
[65 through 74]	[1-10%]	[1-10%]	[1-10%]	[1-10%]
[75 through 80]	[1-10%]	[1-10%]	[1-10%]	[1-10%]
[81 and older]	[1-10%]	[1-10%]	[1-10%]	[1-10%]

**Lifetime Withdrawal Percentages if the Joint Option is elected:**

Age of the younger of the Determining Life or Joint Determining Life*	Lifetime Withdrawal Percentage if Option Age is less than [5] Option Years	Lifetime Withdrawal Percentage if Option Age is greater than or equal to [5] but less than [10] Option Years	Lifetime Withdrawal Percentage if Option Age is greater than or equal to [10] but less than [15] Option Years	Lifetime Withdrawal Percentage if Option Age is greater than or equal to [15] Option Years
[[59 1/2 through 64]	[1-10%]	[1-10%]	[1-10%]	[1-10%]
[65 through 74]	[1-10%]	[1-10%]	[1-10%]	[1-10%]
[75 through 80]	[1-10%]	[1-10%]	[1-10%]	[1-10%]
[81 and older]	[1-10%]	[1-10%]	[1-10%]	[1-10%]

\*The age used to determine the Lifetime Withdrawal Percentage is the applicable age on the date of the first Lifetime Withdrawal.

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**PURCHASE PAYMENTS****Purchase Payment Limits:**

After the first Option Anniversary, Nationwide reserves the right to refuse any subsequent Purchase Payments in excess of \$50,000 per Option Year for all Nationwide issued contracts with the same Contract Owner, Joint Owner, Annuitant, Co-Annuitant, Determining Life, and/or Joint Determining Life. Any excess amount refused will be returned to the Contract Owner.

Total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner, Joint Owner, Annuitant, Co-Annuitant, Determining Life, and/or Joint Determining Life may not exceed \$1,000,000 unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000. Any excess amount not accepted will be returned to the Contract Owner.

**NATIONWIDE LIFE INSURANCE COMPANY  
ONE NATIONWIDE PLAZA  
COLUMBUS, OHIO 43215**

**ENDORSEMENT**

**to**

**The Nationwide Lifetime Income Option Rider® and  
Guaranteed Lifetime Withdrawal Benefit ("GLWB") Option**

**General Information Regarding this Endorsement**

This endorsement revises the terms and conditions of the Nationwide Lifetime Income Option Rider or Guaranteed Lifetime Withdrawal Benefit Option to which it is attached; hereinafter, respectively referred to as the "GLWB Option". To the extent the terms of the GLWB Option and this endorsement are inconsistent, the terms of the endorsement control.

**Purpose**

The purpose of this endorsement is to provide Contract Owners with various settlement options associated with the GLWB Option.

*Lump Sum Settlement Options for the GLWB Option*

If the Contract Value is zero and the Income Benefit Base is greater than zero, Nationwide will notify the Contract Owner of the following three options:

- 1) The Contract Owner can continue to take withdrawals equal to the annual Lifetime Withdrawal Amount until the death of the Contract Owner;
- 2) The Contract Owner may elect the age-based lump sum settlement option described below; or
- 3) The Contract Owner may elect the underwritten lump sum settlement option as described below.

The Contract Owner will have 60 days from the date of Nationwide's notification letter to make an election. If the Contract Owner makes an election, then the election is irrevocable. If the Contract Owner does not make an election within the 60 days, then Nationwide will require the Contract Owner to continue taking withdrawals in accordance with the GLWB Option.

*Age-Based Lump Sum Settlement Option for the GLWB Option*

Instead of continuing to take withdrawals under the GLWB Option after the Contract Value falls to zero and the Income Benefit Base is greater than zero, Nationwide permits a Contract Owner to take a lump sum settlement based on the applicable party's age at the time of electing a lump sum. The lump sum will be equal to the then current Lifetime Withdrawal Amount multiplied by the annual benefit multiplier listed below:

<b>Applicable Party's Age*</b>	<b>Annual Benefit Multiplier</b>
Up to Age 70	5.5
71-75	4.5
76-80	3.5
81-85	2.5
86-90	2.0
91-95	1.5
96+	1.0

\* The age that will be used to establish the annual benefit multiplier, will be determined as follows:

- (1) The age of the Determining Life, if the Joint Option (referred to in some GLWB Options as "Spousal Continuation Benefit") is not in effect; or
- (2) If the Joint Option is in effect:
  - a. The age of the younger of the Determining Life and the Joint Determining Life, minus three years, if both are living on the date the lump sum is elected; or
  - b. The age of the survivor of the Determining Life and Joint Determining Life.

*Underwritten Lump Sum Settlement Option for the GLWB Option*

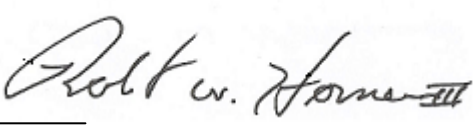
Nationwide also makes an underwritten lump sum settlement option available to Contract Owners after the Contract Value falls to zero and the Income Benefit Base is greater than zero. The underwritten lump sum settlement amount will be based upon the attained age, sex, and health information provided by the Contract Owner on a Nationwide form attested to by a certified physician selected by the Contract Owner, for:


- (1) The Determining Life, if the Joint Option is not in effect; or
- (2) If the Joint Option is in effect:

- a. Both the Determining Life and the Joint Determining Life if both are living on the date the lump sum is elected; or
- b. The survivor of the Determining Life and Joint Determining Life.

The Contract Owner shall qualify for the underwritten lump sum settlement option if the underwriting information demonstrates that the Determining Life, and/or Joint Determining Life if the Joint Option is elected, is in good health and has a life expectancy not materially less than expected for the average annuity buying population. Regardless of age or health, the Underwritten Lump Sum Settlement amount will never be less than the age-based lump sum settlement option amounts shown in the chart above.

Executed for Nationwide by:

  
Secretary

  
President

**NATIONWIDE LIFE INSURANCE COMPANY  
ONE NATIONWIDE PLAZA  
COLUMBUS, OHIO 43215**

**ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT**

To Individual Variable and/or Fixed Annuity Contract

**General Information Regarding this Endorsement**

The following provisions apply only to Contracts issued as Roth IRAs. To the extent the terms of the Contract and this endorsement are inconsistent; the terms of this endorsement will control the Contract accordingly. The Contract Owner shall comply with the applicable tax qualification provisions of the Internal Revenue Code of 1986, as amended, as described in this endorsement, to prevent loss of the advantages of tax deferral and to prevent tax penalties. Terms not defined in this endorsement have the meaning given to them in the Contract.

**Transfers and Assignments**

This Contract is not transferable and may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of any obligation to any person other than to the Contract Owner. The Contract Owner of this Contract must be the Annuitant except for Contracts under custodial ownership within an individual retirement account. Joint Owners, Co-Annuitants, and Contingent Owners are not permitted. A Contingent Annuitant is permitted when the Contract provides a spousal protection feature and/or any spousal continuation or joint option (if applicable) that is used or elected.

**Definitions**

The following definitions are added to the Contract:

**IRA Conversion Contributions** - Amounts rolled over, transferred, or considered transferred from a non-Roth IRA to a Roth IRA. A non-Roth IRA is an individual retirement account or annuity described in Code Sections 408(a) or 408(b), other than a Roth IRA.

**Qualified Distribution** - A distribution from the Contract as defined in Code Section 408A(d)(2).

**Qualified Rollover Contribution** - A rollover (as defined in Internal Code Section 408A(e)) to a Roth IRA from another Roth IRA, from an individual retirement plan where the rollover contribution meets the requirements of Code

Section 408(d)(3), or from an eligible retirement plan where the rollover contribution meets the requirements of section 402(c)(4), 403(b)(8), or 457(e)(16).

**Roth IRA** - An individual retirement annuity meeting the requirements of Code Section 408A.

**Surrenders Required by the Internal Revenue Code - Roth IRAs**

Notwithstanding any provision of this Roth IRA endorsement or the Contract to the contrary, if the Contract Owner dies before his or her entire interest is distributed to him or her and the Contract Owner's surviving spouse is not the sole Beneficiary, the entire remaining interest will, at the election of the Contract Owner/Annuitant or, if the Contract Owner has not so elected, at the election of the Beneficiary or Beneficiaries, either:

- (1) Be distributed by December 31 of the year containing the fifth anniversary of the Contract Owner's death, or
- (2) Be distributed over the life expectancy of the designated Beneficiary starting no later than December 31 of the year following the year of the Contract Owner's death, in accordance with Treasury Regulation 1.401(a)(9)-5 Q&A 5.

If distributions do not begin by the date described in (2), distribution method (1) will apply.

If this is an inherited IRA within the meaning of Code Section 408(d)(3)(c) established for the benefit of a non-spouse designated Beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the non-spouse designated Beneficiary may elect to have Distributions made under Distribution method (2.) above if the transfer is made no later than the end of the year following the year of the Contract Owner's death.

In the case of Distribution method (2) above, to determine the minimum annual payment for each year, divide the Contract Owner's entire interest in the Contract as of the close of business on December 31 of the preceding year by the applicable distribution period as described in Treasury Regulation 1.401(a)(9)-5 Q&A 5.

If the Contract Owner's spouse is the sole Beneficiary on the Contract Owner's date of death, such spouse will then be treated as the Contract Owner.

The required Minimum Distributions payable to a designated Beneficiary from this IRA may be Surrendered from another IRA the Beneficiary holds from the same decedent in accordance with Q&A-19 of Section 1.408-8 of the Income Tax Regulations.

### **Restriction on Surrenders for Roth IRAs**

The Contract Owner may Surrender part or all of the Contract Value at any time this Contract is in force prior to the Annuitization Date or the death of the Annuitant.

A Surrender from a Roth IRA, including exercise of a contractual Right to Examine and Cancel period, may result in the immediate application of taxes under Code Section 72 pursuant to Code Section 408A(d) and penalties under Code Section 72. A premature distribution may not meet the requirements for a Qualified Distribution. A premature distribution may not be eligible for Qualified Rollover Contribution treatment. To assist in preventing disqualification in the event of a Surrender during the Right to Examine and Cancel period, Nationwide will agree to transfer the proceeds to another contract which meets the requirements of Code Section 408A, upon proper direction by the Contract Owner.

### **Additional Roth IRA Requirements**

The following shall all apply:

A. The Contract is established for the exclusive benefit of the Contract Owner or his or her Beneficiaries. The entire interest of the Annuitant in the Contract shall be nonforfeitable.

- B. Except in the case of a Qualified Rollover Contribution, no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed the deductible amount described in Code Sections 219(b)(1)(A) and 219(b)(5).
- C. In the case of a Contract Owner who is 50 years of age or older prior to the end of the taxable year, the annual cash contribution limit shall not exceed the deductible amount described in Code Sections 219(b)(1)(A) and 219(b)(5).
- D. Any refund of Purchase Payments (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future Purchase Payments or the purchase of additional benefits.
- E. Nationwide shall provide annual calendar year reports to the Contract Owner/Annuitant concerning the status of the Contract.
- F. The Contract Owner agrees to provide the custodian with information necessary for the custodian to prepare any reports required under Sections 408(i) and 408A(d)(3)(E). Treasury Regulation sections 1.408-5 and 1.408-6, and under guidance published by the Internal Revenue Service.
- G. In the event the Contract is cancelled during the Right to Examine and Cancel period, upon receipt of such Contract by Nationwide it will be deemed void and all contributions paid will be refunded without any reduction. It should be sent to Nationwide Life Insurance Company, One Nationwide Plaza, Columbus, Ohio 43215. Letters shall be deemed to be mailed on the date of the postmark, registration, or certification, if mailed in the U.S. in an envelope properly addressed, with first class postage affixed.
- H. No Purchase Payments are required after the first Purchase Payment. This Contract will not lapse for failure to pay Purchase Payments.

- I. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(c), no contributions will be accepted.
- J. Both Nationwide and the Contract Owner agree to amend the Contract to comply with any changes in the Internal Revenue Code of 1986, as amended, with any changes in Department of Labor and Treasury Regulations, and with changes in other applicable law. All other changes to the Contract will be made only with the mutual agreement of Nationwide and the Contract Owner and will be subject to the conditions stated in this Contract. A copy of each amendment will be furnished to the Contract Owner.
- K. Notwithstanding any other articles that may be added or incorporated, the provisions of this endorsement and this sentence will be controlling. Any additional articles that are not consistent with Code Section 408A, the related regulations, and other published guidance will be invalid.

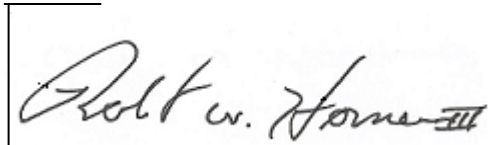
### **Spousal Protection/Spousal Continuation**

The following will apply to any spousal protection benefit and/or spousal continuation feature or joint option (if applicable) that is used or elected.

Only the person for whom the Roth IRA was established may be named as the sole Contract Owner, except for Contracts under custodial ownership within an individual retirement account.

The Annuitant upon whose continuation of life any annuity payments involving life contingencies depend must be the person for whom the Roth IRA was established.

Executed for Nationwide by:



Secretary



President

**NATIONWIDE LIFE INSURANCE COMPANY  
ONE NATIONWIDE PLAZA  
COLUMBUS, OHIO 43215**

**QUALIFIED PLAN ENDORSEMENT**

To Individual Variable and/or Fixed Annuity Contract

**General Information Regarding this Endorsement**

The following provisions apply only to Contracts issued pursuant to qualified retirement plans. To the extent the terms of the Contract and this endorsement are inconsistent; the terms of this endorsement shall control the Contract accordingly. The Contract Owner shall comply with the applicable tax qualification provisions of the Code, as described in this endorsement, to prevent loss of the advantages of tax deferral and to prevent tax penalties. Terms not defined in this endorsement have the meaning given to them in the Contract.

**Transfers and Assignments**

This Contract is not transferable and may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of any obligation to any person other than: to Nationwide, to the Annuitant, or to the trustee or other person exercising ownership rights under the terms of the Qualified Plan under which this Contract is issued. While the Qualified Plan trustee may be the Contract Owner, the Participant must be the Annuitant and the Participant's entire interest in the Contract is nonforfeitable.

**Definitions**

The following definitions are added to the Contract:

**Code** - The Internal Revenue Code of 1986, as amended.

**ERISA** - The Employee Retirement Income Security Act of 1974, as amended.

**Participant** - The person for whom contributions are made to a Contract that funds a Qualified Plan, either through employer contributions and/or employee salary reduction contributions.

**Qualified Plans** - Retirement Plans that receive favorable tax treatment under the provisions of Sections 401(a) or 403(a) of the Code.

**Rollover Amounts** - A distribution of all or a portion of an employee's balance that satisfies the requirements of section 402(c)(4), 403(b)(8), or 457(e)(16); or a distribution of an amount from an IRA where the distribution satisfies the requirements of 408(d)(3).

**Purchase Payments**

The following will apply to Purchase Payments that are made to the Contract.

Except in the case of Rollover Amounts no contributions will be accepted unless they are in cash.

Purchase Payments, exclusive of Rollover Amounts, made during any taxable year shall not exceed the Section 402(g) of the Code limit for the calendar year in which such taxable year begins. Section 402(g) of the Code limit applies to Purchase Payments that are elective deferrals within the meaning of Section 402(g)(3) of the Code and made under this Contract and all other contracts, plans or arrangements of the Contract Owner's employer. However, the maximum amount of Purchase Payments that may be made by the Contract Owner may be increased or decreased under the provisions of Sections 403(b) or 415 of the Code. Rollover Amounts shall be considered rollover contributions for purposes of determining any limitations with respect to Purchase Payments.

Notwithstanding any provision of the Contract to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

## **Surrenders Restricted by the Internal Revenue Code**

Except as provided below, the Participant may Surrender part or all of the Contract Value at any time this Contract is in force prior to the earlier of the Annuitization Date or the death of the Annuitant:

The distribution to a plan Participant of Contract Value attributable to contributions made pursuant to a salary reduction agreement (within the meaning of Code Section 402(g)(3)(A)) may be executed only:

- (1) when the plan Participant attains age 59 1/2, separates from service, dies, or becomes disabled (within the meaning of Code Section 72(m)(7)); or
- (2) in the case of hardship (as defined for purposes of Code Section 401(k)), provided that any surrender of Contract Value in the case of hardship may not include any income attributable to salary reduction contributions.

Payments pursuant to a Qualified Domestic Relations Order will not violate any surrender limitations included herein, but may be subject to restrictions found in the employer's plan or the Code. Any distribution other than the above, including exercise of a contractual Right to Examine and Cancel period may result in the immediate application of taxes and penalties under Section 72 of the Code.

A premature distribution may not be eligible for rollover treatment. To assist in preventing disqualification in the event of a surrender during the Right to Examine and Cancel period, Nationwide will agree to transfer the proceeds to another contract which meets the requirements of Section 408, 403(b), 401 or 457 of the Code, upon proper direction by the Contract Owner.

## **Surrenders Required by the Internal Revenue Code - Qualified Plans**

The entire interest of the Participant under a Qualified Plan is required to be distributed in a manner consistent with the provisions of Section 401(a)(9) of the Code, and regulations thereunder including the Treasury Regulations, as applicable, and will be paid, as requested by the Participant, notwithstanding anything else contained herein, to the Participant over a period not exceeding:

- A. the life of the Participant or the lives of the Participant and the Participant's designated Beneficiary; or
- B. a period not extending beyond the life expectancy of the Participant or the joint and survivor life expectancy of the Participant and the Participant's designated Beneficiary.

If the Participant's entire interest is to be distributed in equal or substantially equal payments over a period described in A or B, then payments are required to commence not later than the first day of April following the later of the calendar year in which the Participant attains the age of 70 1/2 or the Participant retires (the "required beginning date"). In the case of a 5% owner, as defined in Section 416 of the Code, the required beginning date will be the first day of April of the calendar year following the calendar year in which the Participant attains the age 70 1/2.

Payments commencing on the required beginning date will not be less than the lesser of the quotient obtained by dividing the entire interest of the Participant, determined as of the end of the prior calendar year, by the applicable distribution period as described in Treasury Regulation 1.401(a)(9)-5 Q/A #5 (c)(3).

If the Participant dies on or after the date Minimum Distributions have begun, the remaining Contract interest will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death, as described in Treasury Regulation 1.401(a)(9)-5 Q/A #5 (a)-(c).

If the Participant dies before distribution of his or her interest commences, the Participant's entire interest will be distributed in accordance with one of the following four provisions:

- (1) The Participant's entire interest will be paid by the end of the calendar year containing the fifth anniversary of the Participant's death..
- (2) If the Participant's interest is payable to a Beneficiary and the Participant has not elected (1) above, then the entire interest will be distributed in substantially equal installments over the life or life expectancy of the Beneficiary commencing not later than December 31 of the year bearing the date of the Participant's death, or such later date as may be permitted by the Treasury regulations.

- (3) There is no designated Beneficiary and the Participant has not elected (1) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death...
- (4) If the Beneficiary of the Participant is the Participant's surviving spouse, the spouse may elect to receive equal or substantially equal payments over the life or life expectancy of the surviving spouse commencing at any date prior to the later of (i) December 31 of the calendar year immediately following the calendar year in which the Participant died; or (ii) December 31 of the calendar year in which the Participant would have attained age 70 1/2. If such surviving spouse dies before distributions begin under this provision, this section shall be applied as if the surviving spouse were the Participant.

For purposes of the foregoing, payments will be calculated by use of the applicable distribution period as set forth in Treasury Regulation 1.401(a)(9)-5 Q/A #5 (c)(3).

For purposes of this requirement, any amount paid to a child of the Contract Owner will be treated as if it has been paid to the surviving spouse if the remainder of the interest becomes payable to the surviving spouse when the child reaches the age of majority.

### **Additional Qualified Plan Requirements**

Eligible rollover distributions, as defined in Section 402(c)(4) of the Code, may be paid directly to the Contract Owner or as a direct rollover to one or more IRAs and or eligible retirement plans. Eligible rollover distributions which are sent directly to the Contract Owner will be subject to mandatory 20% federal income tax withholding. Eligible rollover distributions must be preceded by a notice to the Contract Owner of his/her rights. Such notice must meet the requirements of Code Sections 402(f), regulations thereunder, and IRS pronouncements relating thereto.

The above provisions may be modified as required by the terms of the Qualified Plan and the Code.

### **Spousal Protection/Spousal Continuation**

The following will apply to any spousal protection benefit and/or spousal continuation or joint option (if applicable) that is used or elected.

Only the person for whom the Qualified Plan Contract was established may be named as the sole Contract Owner except for Contracts under trustee ownership within a Qualified Plan.

The Annuitant upon whose continuation of life any annuity payments involving life contingencies depend must be the person for whom the Qualified Plan Contract was established.

The following Guaranteed Annuity Table will apply to all Contracts issued as Qualified Plans:

**GUARANTEED ANNUITY TABLES FOR QUALIFIED PLANS  
FIXED MONTHLY BENEFITS PER \$1000 APPLIED**

**JOINT AND SURVIVOR MONTHLY ANNUITY PAYMENTS**

		<u>Adjusted Age of Annuitant*</u>					
		<b>50</b>	<b>55</b>	<b>60</b>	<b>65</b>	<b>70</b>	<b>80</b>
<b>Adjusted Age of Survivor*</b>	<b>50</b>	2.48	2.58	2.65	2.70	2.74	
	<b>55</b>	2.58	2.71	2.83	2.93	3.00	
	<b>60</b>	2.65	2.83	3.01	3.17	3.30	3.45
	<b>65</b>		2.93	3.17	3.42	3.63	3.93
	<b>70</b>			3.30	3.63	3.97	4.52
	<b>80</b>				3.93	4.52	5.94


**LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS**

		<u>Guarantee Period</u>				<u>Guarantee Period</u>	
<b>ANNUITANT'S ADJUSTED AGE*</b>		<b>120 MONTHS</b>	<b>240 MONTHS</b>	<b>ANNUITANT'S ADJUSTED AGE*</b>		<b>120 MONTHS</b>	<b>240 MONTHS</b>
50	2.79	2.78	2.75	71	5.07	4.88	4.24
51	2.85	2.84	2.81	72	5.28	5.05	4.32
52	2.91	2.90	2.86	73	5.52	5.23	4.39
53	2.97	2.96	2.91	74	5.76	5.42	4.45
54	3.04	3.02	2.97	75	6.03	5.62	4.51
55	3.11	3.09	3.03	76	6.33	5.83	4.56
56	3.18	3.16	3.09	77	6.64	6.04	4.61
57	3.26	3.24	3.16	78	6.99	6.25	4.65
58	3.34	3.32	3.23	79	7.36	6.47	4.69
59	3.43	3.40	3.30	80	7.77	6.69	4.72
60	3.52	3.49	3.37	81	8.21	6.90	4.74
61	3.62	3.58	3.44	82	8.69	7.12	4.76
62	3.72	3.68	3.52	83	9.21	7.32	4.78
63	3.84	3.79	3.60	84	9.77	7.52	4.79
64	3.96	3.90	3.68	85	10.38	7.70	4.80
65	4.08	4.02	3.76	86		7.87	4.80
66	4.22	4.14	3.84	87		8.03	4.81
67	4.37	4.27	3.93	88		8.18	4.81
68	4.52	4.41	4.01	89		8.31	4.81
69	4.69	4.56	4.09	90		8.42	4.81
70	4.87	4.71	4.17				

\*Adjusted Age is defined in the "Calculation of Fixed Annuity Payments" section of the Contract.

Executed for Nationwide by:

  
Secretary

  
President

**NATIONWIDE LIFE INSURANCE COMPANY  
ONE NATIONWIDE PLAZA  
COLUMBUS, OHIO 43215**

**INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT**

To Individual Variable and/or Fixed Annuity Contracts

**General Information Regarding this Endorsement**

The following provisions apply only to Contracts issued as IRAs. To the extent the terms of the Contract and this endorsement are inconsistent, the terms of this endorsement shall control the Contract accordingly. The Contract Owner shall comply with the applicable tax qualification provisions of the Internal Revenue Code of 1986, as amended, as described in this endorsement, to prevent loss of the advantages of tax deferral and to prevent tax penalties. Terms not defined in this endorsement have the meaning given to them in the Contract.

**Transfers and Assignments**

This Contract is not transferable and may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of any obligation to any person other than to the Contract Owner. The Contract Owner of this Contract must be the Annuitant except for Contracts under custodial ownership within an individual retirement account. Joint Owners, Co-Annuitants, and Contingent Owners are not permitted. A Contingent Annuitant is permitted when the Contract provides a spousal protection feature and/or any spousal continuation or joint option (if applicable) that is used or elected.

**Definitions**

The following definitions are added to the Contract:

**IRA** - An individual retirement annuity meeting the requirements of Code Section 408(b).

**Minimum Distribution** - The amount that is required to be Surrendered from IRAs to meet the required minimum distribution rules established by the Code.

**Surrenders Required by the Internal Revenue Code - IRAs**

A. Notwithstanding any provision of this IRA endorsement or the Contract to the contrary, the distribution of the Contract Owner's interest in the IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference.

If the Distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under paragraph G. below) must satisfy the requirements of Code Section 408(a)(6) and the regulations thereunder, rather than paragraphs B., C., and D. below and paragraphs E. through I.

B. The entire interest of a Contract Owner under an IRA will commence to be distributed no later than the first day of April following the calendar year in which such Contract Owner attains age 70 1/2 (the "required beginning date") over a period not exceeding:

1. the life of the Contract Owner or the lives of the Contract Owner and the Contract Owner's designated Beneficiary; or
2. a period certain not extending beyond the life expectancy of the Contract Owner or the joint and last survivor life expectancy of the Contract Owner and the Contract Owner's designated Beneficiary.

Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Treasury Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6 of the Treasury Regulations.

C. The distribution periods described in B. above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Treasury Regulations.

D. The first required payment can be made as late as April 1 of the year following the year the individual attains age 70 1/2 and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

E. Death On or After Minimum Distributions have Begun. If the Contract Owner dies on or after the date Minimum Distributions have begun, the remaining portion of the Contract Owner's interest will continue to be distributed at least as rapidly as under the contract option chosen.

F. Death Before Minimum Distributions have Begun. If the Contract Owner dies before Minimum Distributions have begun, the Contract Owner's interest will be distributed as follows:

1. If there is no designated Beneficiary, or if applicable by operation of F.2. or F.3. below, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual's death (or of the spouse's death in the case of the surviving spouse's death before Distributions are required to begin under paragraph F.3. below).
2. If the Contract Owner's designated Beneficiary is someone other than the Contract Owner's surviving spouse the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Contract Owner's death, over the remaining life or life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Contract Owner's death, or if elected in accordance with F.1. above.
3. If the sole designated Beneficiary is the Contract Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Contract Owner's death (or by the end of the calendar year in which the Contract Owner would have attained age 70 1/2, if later), over such spouse's life, or, if elected, in accordance with F.1. above. If the surviving spouse dies before Minimum Distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph F.1. above.

If the surviving spouse dies after required Distributions commence to him or her, any remaining interest will continue to be distributed at least as rapidly as under the contract option chosen.

4. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Treasury Regulations. If Distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph F.2. or F.3. and reduced by 1 for each subsequent year.

G. The "interest" in the IRA includes the amount of any outstanding rollover, transfer and re-characterization under Q&As-7 and -8 of Section 1.408-8 of the Treasury Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

H. For purposes of E. and F., above, Minimum Distributions are considered to commence on the Contract Owner's required beginning date or, if applicable, on the date Distributions are required to begin to the surviving spouse under F.3. above. However, if Distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Treasury Regulations, then required Distributions are considered to commence on the annuity starting date.

I. If the sole designated Beneficiary under the IRA is Contract Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take Minimum Distributions as a Beneficiary.

J. The required Minimum Distributions payable to a designated Beneficiary from this IRA may be Surrendered from another IRA the Beneficiary holds from the same decedent in accordance with Q&A-9 of 1.408-8 of the Income Tax Regulations.

### **Restriction on Surrenders for IRAs**

The Contract Owner may Surrender part or all of the Contract Value at any time this Contract is in force prior to the Annuitization Date or the death of the Annuitant.

A distribution from an IRA, including exercise of a contractual Right to Examine and Cancel period may result in the immediate application of taxes and penalties under Section 72 of the Code. A premature distribution may not be eligible for rollover treatment. To assist in preventing disqualification in the event of a surrender during the Right to Examine and Cancel period, Nationwide will agree to transfer the proceeds to another contract which meets the requirements of Section 408, 403(b), 401 or 457 of the Internal Revenue Code of 1986, as amended, upon proper direction by the Contract Owner.

### **Contract Expenses**

In the event a Contingent Deferred Sales Charge (CDSC) applies to the Contract to which this endorsement is attached, the following will apply.

In the case of an IRA issued as a Simplified Employer Pension ("SEP") as described in Code Section 408(k) CDSC will be waived when:

- A. the Contract Owner becomes disabled (within the meaning of Code Section 72(m)(7));
- B. the Contract Owner attains age 59 1/2 and has participated in the Contract for at least 5 years, as determined from the Contract Anniversary Date immediately preceding the distribution;
- C. the Contract Owner has participated in the Contract for at least 15 years as determined on the Contract Anniversary date immediately preceding the distribution;
- D. the Contract Owner dies; or
- E. the Contract annuitizes.

### **Additional IRA Requirements**

- A. The Contract is established for the exclusive benefit of the Contract Owner or his or her Beneficiaries. The entire interest of the Contract Owner in the Contract shall be nonforfeitable.

- B. Except in the case of a rollover contribution (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16)) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in Code Section 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed the deductible amount described in Code Sections 219(b)(1)(A) and 219(b)(5).
- C. In the case of a Contract Owner who is 50 years of age or older prior to the end of the taxable year, the annual cash contribution limit shall not exceed the deductible amount described in Code Sections 219(b)(1)(A) and 219(b)(5).
- D. In addition to the amounts described in B. and C. above, a Contract Owner may make a repayment of a qualified reservist distribution described in Code Section 72(t)(2)(G) during the two year period beginning on the day after the end of the active duty period.
- E. No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan.
- F. Any refund of Purchase Payments (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future Purchase Payments or the purchase of additional benefits.
- G. Nationwide as issuer of the Contract shall furnish to the Contract Owner annual calendar year reports concerning the status of the Contract and such information concerning Minimum Distributions as is prescribed by the Commissioner of the Internal Revenue Service.

- H. In the event the Contract is cancelled during the Right to Examine and Cancel period, upon receipt of such Contract by Nationwide it will be deemed void and all contributions paid will be refunded without any reduction. It should be sent to Nationwide Life Insurance Company, One Nationwide Plaza, Columbus, Ohio 43215. Letters shall be deemed to be mailed on the date of the postmark, registration, or certification, if mailed in the U.S. in an envelope properly addressed, with first class postage affixed.
- I. No Purchase Payments are required after the first Purchase Payment. This Contract will not lapse for failure to pay Purchase Payments.
- J. Both Nationwide and the Contract Owner agree to amend this Contract to comply with any changes in the Internal Revenue Code of 1986, as amended, and with any Department of Labor and Treasury Regulations. All other changes to this Contract will be made only with the mutual agreement of Nationwide and the Contract Owner and will be subject to the conditions stated in this Contract. A copy of each amendment will be furnished to the Contract Owner.

- K. If an Annuity Commencement Date is not chosen by the Contract Owner, the Annuity Commencement Date established on the Date of Issue of the Contract will be the date on which the Annuitant reaches 70 1/2.

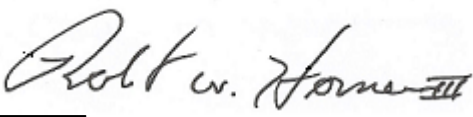
#### **Spousal Protection/Spousal Continuation**


The following will apply to any spousal protection feature and/or spousal continuation or joint option (if applicable) that is used or elected..

Only the person for whom the IRA was established may be named as the sole Contract Owner except for Contracts under custodial ownership within an individual retirement account.

The Annuitant upon whose continuation of life any annuity payments involving life contingencies depend must be the person for whom the IRA was established.

Executed for Nationwide by:

  
Secretary

  
President

**NATIONWIDE LIFE INSURANCE COMPANY  
ONE NATIONWIDE PLAZA  
COLUMBUS, OHIO 43215**

**CHARITABLE REMAINDER TRUST ANNUITY  
ENDORSEMENT**

To Individual Variable and/or Fixed Annuity Contract

**General Information Regarding this Endorsement**

The following provisions apply only to Contracts issued as charitable remainder trust annuities. To the extent the terms of the Contract and this endorsement are inconsistent; the terms of this endorsement shall control the Contract accordingly. The Contract Owner shall comply with the applicable tax qualification provisions of the Internal Revenue Code of 1986, as amended, as described in this endorsement, to prevent loss of the advantages of tax deferral and to prevent tax penalties. Terms not defined in this endorsement have the meaning given to them in the Contract.

**Transfers and Assignments**

This Contract is not transferable and may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of any obligation to any person other than to the Contract Owner.

**Definitions**

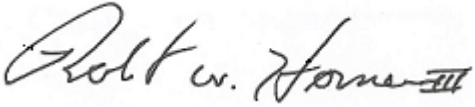
The following definition is added to the Contract:

**Charitable Remainder Trust (CRT)** - A charitable remainder annuity trust or a charitable remainder unitrust as those terms are defined in Section 664 of the Internal Revenue Code.

**Spousal Protection and Co-Annuitants**

The spousal protection benefit and any spousal continuation and/or joint option benefits are not available with a CRT. A Co-Annuitant may not be named as a party to the Contract.

Executed for Nationwide by:

A rectangular box containing a handwritten signature in dark ink, which appears to read "Robert W. Horn III".

Secretary

**CRT Requirements**

All of the following will apply.

1. Joint Owners are not permitted.
2. The amount which may be withdrawn from this Contract without application of any applicable CDSC shall be the greater of (a) or (b) where (a) is the amount which would otherwise be available for withdrawal without application of a CDSC; and where (b) is the excess of the Contract Value at the close of the day prior to the date of the withdrawal, over total Purchase Payments (reduced by previous withdrawals) attributed to the Contract as of the date of the withdrawal.
3. During Annuitization, payments will be made to the CRT.
4. All interest in the Death Benefit proceeds will accrue to the CRT. Any designation which creates a conflict with the CRT's right to such interest shall be void and of no effect.
5. Both the Nationwide and the Contract Owner agree to amend this Contract to comply with any changes in the Internal Revenue Code, with any changes in Department of Labor and Treasury Regulations, and with changes in other applicable law. All other changes to this Contract will be made only with the mutual agreement of Nationwide and the Contract Owner and will be subject to the conditions stated in this Contract. A copy of each amendment will be furnished to the Contract Owner.

A rectangular box containing a handwritten signature in dark ink, which appears to read "Rita A. Walker".

President

**NATIONWIDE LIFE INSURANCE COMPANY  
ONE NATIONWIDE PLAZA  
COLUMBUS, OHIO 43215**

**SIMPLE INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT**

To Individual Variable and/or Fixed Annuity Contract

**General Information Regarding this Endorsement**

The following provisions apply only to Contracts issued as SIMPLE Individual Retirement Annuities. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control the Contract accordingly. The Contract Owner shall comply with the applicable tax qualification provisions of the Internal Revenue Code of 1986, as amended, as described in this endorsement, to prevent loss of the advantages of tax deferral and to prevent tax penalties. Terms not defined in this endorsement shall have the meaning given to them in the Contract.

**Definitions**

The following definitions are added to the Contract:

**SIMPLE IRA** - An Individual Retirement Account as defined by Section 408(a) or an Individual Retirement Annuity as defined by Section 408(b) of the Code, to which the only contributions that can be made are contributions under a SIMPLE IRA Plan and rollovers or transfers from another SIMPLE IRA.

**SIMPLE IRA Plan** - The Savings Incentive Match Plan for Employees of employers. This plan is a written arrangement established under Section 408(p) of the Code which provides a simplified tax-favored retirement plan for employers.

**Purchase Payments**

This SIMPLE IRA will accept only cash contributions made on behalf of the Contract Owner pursuant to the terms of a SIMPLE IRA Plan described in section 408(p) of the Internal Revenue Code. A rollover contribution or a transfer of assets from another SIMPLE IRA of the Contract Owner will also be accepted. No other contributions will be accepted.

If contributions made on behalf of the Contract Owner pursuant to a SIMPLE IRA Plan maintained by the Contract Owner's employer are received directly by the trustee from the employer, the trustee will provide the employer with the summary description required by section 408(l)(2) of the Internal Revenue Code.

Prior to the expiration of the two year period beginning on the date the Contract Owner first participated in any SIMPLE IRA Plan maintained by the Contract Owner's employer, any rollover or transfer by the Contract Owner of funds from this SIMPLE IRA must be made to another SIMPLE IRA of the Contract Owner. Any distribution of funds to the Contract Owner during this two year period may be subject to a 25 percent additional tax if the Contract Owner does not roll over the amount distributed into a SIMPLE IRA. After the expiration of this two year period, the Contract Owner may roll over or transfer funds to any IRA of the Contract Owner that is qualified under section 408(a) or (b) of the Internal Revenue Code.

The following Guaranteed Annuity Table will apply to all Contracts issued as SIMPLE IRA Plans:

**GUARANTEED ANNUITY TABLES FOR SIMPLE IRA PLANS  
FIXED MONTHLY BENEFITS PER \$1000 APPLIED  
JOINT AND SURVIVOR MONTHLY ANNUITY PAYMENTS**

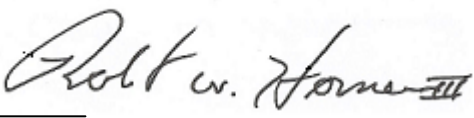
		<u>Adjusted Age of Annuitant*</u>					
		50	55	60	65	70	80
<u>Adjusted Age of Survivor*</u>	50	2.48	2.58	2.65	2.70	2.74	
	55	2.58	2.71	2.83	2.93	3.00	
	60	2.65	2.83	3.01	3.17	3.30	3.45
	65		2.93	3.17	3.42	3.63	3.93
	70			3.30	3.63	3.97	4.52
		80			3.93	4.52	5.94


**LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS**

<u>Guarantee Period</u>				<u>Guarantee Period</u>			
ANNUITANT'S ADJUSTED				ANNUITANT'S ADJUSTED			
<u>AGE*</u>	<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>	<u>AGE*</u>	<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>
50	2.79	2.78	2.75	71	5.07	4.88	4.24
51	2.85	2.84	2.81	72	5.28	5.05	4.32
52	2.91	2.90	2.86	73	5.52	5.23	4.39
53	2.97	2.96	2.91	74	5.76	5.42	4.45
54	3.04	3.02	2.97	75	6.03	5.62	4.51
55	3.11	3.09	3.03	76	6.33	5.83	4.56
56	3.18	3.16	3.09	77	6.64	6.04	4.61
57	3.26	3.24	3.16	78	6.99	6.25	4.65
58	3.34	3.32	3.23	79	7.36	6.47	4.69
59	3.43	3.40	3.30	80	7.77	6.69	4.72
60	3.52	3.49	3.37	81	8.21	6.90	4.74
61	3.62	3.58	3.44	82	8.69	7.12	4.76
62	3.72	3.68	3.52	83	9.21	7.32	4.78
63	3.84	3.79	3.60	84	9.77	7.52	4.79
64	3.96	3.90	3.68	85	10.38	7.70	4.80
65	4.08	4.02	3.76	86		7.87	4.80
66	4.22	4.14	3.84	87		8.03	4.81
67	4.37	4.27	3.93	88		8.18	4.81
68	4.52	4.41	4.01	89		8.31	4.81
69	4.69	4.56	4.09	90		8.42	4.81
70	4.87	4.71	4.17				

\*Adjusted Age is defined in the "Calculation of Fixed Annuity Payments" section of the Contract.

Executed for Nationwide by:

  
Secretary

  
President

<b>State:</b>	Arkansas	<b>Filing Company:</b>	Nationwide Life Insurance Company
<b>TOI/Sub-TOI:</b>	A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium		
<b>Product Name:</b>	Nationwide Dest. Architect 2.0 Contract Filing		
<b>Project Name/Number:</b>	Nationwide Dest. Architect 2.0 Contract Filing/		

## Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Memorandum of Variables		
Comments:			
Attachment(s):			
Memorandum of Variables.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Certifications of Compliance		
Comments:			
Attachment(s):			
Certificate of Compliance Reg 6.pdf			
Certificate of Compliance Reg 19.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Important Notice		
Comments:			
Attachment(s):			
APO-6301-4 Important Notice (NW Dest Architect Only) (5-01-2013).pdf			

## **MEMORANDUM OF VARIABLE ITEMS**

### **Contract - VACC-0101AOCV**

Nationwide officers' signatures on the face page of the contract and the telephone number are bracketed as they may change over time.

### **Contract Specifications Page - VABB-0102AO**

**ALL TEXT WITHIN HARD BRACKETS LOCATED ON EACH OF THE CONTRACT SPECIFICATIONS PAGES DENOTE VARIABLE INFORMATION WHICH IS LISTED BELOW.**

#### **Contract Information**

The additional bracketed items on the Contract Specifications Page are customized for the contract based on the information provided by the Contract Owner. The Contract Specifications Page contains information specific to the Contract Owner and Options chosen at the time of application. The Contract Specifications Page will be inserted into the Contract behind the cover page when the Contract is issued.

#### **Contract Type**

The text in this field will vary depending on the contract type elected at the time of application. The following represent the complete list of alternatives which could appear in this field.

• Non-Qualified	• Beneficially Owned Non-Qualified
• CRT (Charitable Remainder Trust)	• Traditional IRA – Tax Year:
• Beneficially Owned/Inherited IRA	• Custodial Owned IRA
• Roth IRA – Tax Year	• Beneficially Owned/Inherited Roth IRA
• SIMPLE IRA	• SEP IRA
• 401(k) (Investment Only)	• 401(a) (Investment Only)

#### **Options Elected Information**

The bracketed items on the Contract Specifications Pages are customized for each contract based on the information provided, and options elected, by the Contract Owner at time of application. In addition, the charges for certain options have been bracketed to reflect the range of the minimum and maximum charges allowable under the current option. Should the charges fall outside of this range, Nationwide would be required to submit updated Contract Specifications Pages for approval. The ranges and current charges for those options are listed below.

Note: The purpose of the double bracketing around the Nationwide Lifetime Income Track<sup>SM</sup> Option charges. The inner set denotes variability of the charge for which a range is provided. The outer set indicates that the information will appear, or not appear, based on whether or not the option is elected.

#### **The ranges and current charges for Contract Specifications Page VABB-0102AO are as follows:**

Added Charge for the NATIONWIDE LIFETIME INCOME TRACK<sup>SM</sup> Option

- **Current Charge:** 0.80%
- **Range of Variability:** 0.50% - 1.50%

Added Charge for the NATIONWIDE LIFETIME INCOME TRACK<sup>SM</sup> with Joint Option

- **Current Charge:** 0.95%
- **Range of Variability:** 0.50% -1.90%

## **Guaranteed Lifetime Withdrawal Benefit ("GLWB") Option - VARR-0101AO**

Nationwide officers' signatures are bracketed as they may change over time.

Additional bracketing on the GLWB Option Specifications Page:

### Option Information

The Option Issue Date will vary depending on the date on which the rider is made effective for a given contract.

### Options Elected Information

The Options Elected section of the GLWB Option Specifications Page has three layers of bracketing. The outermost set of brackets indicates that the section will appear, or not appear, based on the date on which the GLWB Option was added to the Contract. If the GLWB Option was added at the point of application, this section will not appear on the GLWB Option Specifications Page; this information will instead be provided on the Contract Specifications Page. If the GLWB rider is added post-issue, this section will appear on the GLWB Option Specifications Page. The middle set of brackets indicates that the information will appear, or will not appear, based on whether or not the specific GLWB Option is elected. The innermost set of brackets denotes variability of the current GLWB Option charge, for which a range is provided.

Added Charge for the NATIONWIDE LIFETIME INCOME TRACK<sup>SM</sup> Option

- **Current Charge:** 0.80%
- **Range of Variability:** 0.50% - 1.50%

Added Charge for the NATIONWIDE LIFETIME INCOME TRACK<sup>SM</sup> with Joint Option

- **Current Charge:** 0.95%
- **Range of Variability:** 0.50% -1.90%

### GLWB Lifetime Withdrawal Percentages Tables

The Lifetime Withdrawal Percentages and associated age bands in the GLWB Option Specifications Page have been bracketed to allow for adjustment of the Determining Life Age and Option Age ranges.

The bracketing includes both the number of Determining Life Age and Option Age ranges offered as well as the ages covered within each range. Each of the Determining Life Age bands will vary between the ages of 59 1/2 and 90. Each of the Option Age bands will vary between 0 and 25 Option Years.

The associated Lifetime Withdrawal Percentages are also bracketed to optimize what is available at any given time based on prevailing market conditions. The Lifetime Withdrawal Percentages are stated as ranges representing the minimum and maximum percentages that will be offered; the range for the Lifetime Withdrawal Percentage within every cell of the table is between 1.00% and 10.00%.

When the Option is issued, the actual Determining Life Age ranges, Option Age ranges, and Lifetime Withdrawal Percentages in effect will be stated. Should any of these values fall outside of the bracketed range, Nationwide would be required to re-file the form with the Department.

## **Endorsements for use with Guaranteed Lifetime Withdrawal Benefit ("GLWB") Option and Contract**

### **Commuted Value Endorsement - VAZZ-0121AO**

Nationwide officers' signatures are bracketed as they may change over time.

**Tax Endorsements - VAZZ-0104AO, VAZZ-0105AO, VAZZ-0106AO, VAZZ-0110AO and VAZZ-0111AO**

Nationwide officers' signatures are bracketed as they may change over time.

**Application - VAAA-0107M3**

- (1) The post office box and zip code found in the address is bracketed as well as the phone number, as they may change over time.
- (2) The marketing name (top right hand corner) and product identifier number (bottom right-hand corner) are both bracketed, as other proprietary relationships may decide to market this product.
- (3) Contract Type

The text in this field will vary depending on the contract type elected at the time of application. The following represent the complete list of alternatives which could appear in this field.

• Non-Qualified	• Beneficially Owned Non-Qualified
• CRT (Charitable Remainder Trust)	• Traditional IRA – Tax Year:
• Beneficially Owned/Inherited IRA	• Custodial Owned IRA
• Roth IRA – Tax Year	• Beneficially Owned/Inherited Roth IRA
• SIMPLE IRA	• SEP IRA
• 401(k) (Investment Only)	• 401(a) (Investment Only)

- (4) The underlying mutual fund options are bracketed in sections 3a, 4b and 4c to allow fund name changes or to add/delete funds from this product. Changes to the separate account or fund options that would significantly alter the underlying structure of the Contract will be submitted to the Department for prior approval.

**PLEASE NOTE: THE MARKS LOCATED IN THE UPPER LEFT AND LOWER RIGHT-HAND CORNERS ON EACH PAGE OF THE APPLICATIONS ARE FORMATTING MARKS AND DO NOT REPRESENT VARIABILITY.**

STATE OF ARKANSAS  
CERTIFICATION OF COMPLIANCE

Re: Form Number(s)

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating	VACC-0101AOCV
Contract Specifications Page	VABB-0102AO
Application	VAAA-0107M3
Nationwide Lifetime Income Track Option	VARR-0101AO
Commuted Value Endorsement	VAZZ-0121AO
Roth IRA Endorsement	VAZZ-0104AO
Qualified Plan Endorsement	VAZZ-0105AO
IRA Endorsement	VAZZ-0106AO
CRT Endorsement	VAZZ-0110AO
SIMPLE IRA Endorsement	VAZZ-0111AO

We certify that Regulation 6 has been reviewed and that the company is in compliance.  
Nationwide was approved to issue variable contracts in Arkansas on November 9, 1982.

So certified this 12th day of December, 2012.



\_\_\_\_\_  
Signature

James J. Rabenstine  
\_\_\_\_\_  
Officer and Title

Nationwide Life Insurance Company  
\_\_\_\_\_  
Name of Company

STATE OF ARKANSAS  
CERTIFICATION OF COMPLIANCE

**Re: Form Number(s):**

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating	VACC-0101AOCV
Contract Specifications Page	VABB-0102AO
Application	VAAA-0107M3
Nationwide Lifetime Income Track Option	VARR-0101AO
Commuted Value Endorsement	VAZZ-0121AO
Roth IRA Endorsement	VAZZ-0104AO
Qualified Plan Endorsement	VAZZ-0105AO
IRA Endorsement	VAZZ-0106AO
CRT Endorsement	VAZZ-0110AO
SIMPLE IRA Endorsement	VAZZ-0111AO

We certify that this form complies with Regulation 19s10B, as well as all applicable requirements by the Department.

So certified this 12th day of December, 2012.



\_\_\_\_\_  
Signature

James J. Rabenstine Vice President  
Officer and Title

Nationwide Life Insurance Company  
Name of Company



## **IMPORTANT INFORMATION FOR CONTRACT OWNERS**

If you need to contact someone about this contract for any reason, please contact the financial services professional who services your annuity contract. If you have additional questions or need assistance you may contact Nationwide's Annuity Customer Service. The address and telephone numbers are below.

The name, address, and telephone number of the financial services professional who services your contract is shown on the Transaction Confirmation statement enclosed with your new contract.

You may write to Customer Service at:

**Nationwide Life Insurance Company  
P.O. Box 182021  
Columbus, OH 43218-2021**

or call toll free between the hours of 8:00 a.m. and 4:30 p.m. Eastern Time.

**1-800-321-6064**

If you feel you are not receiving adequate or reasonable service, you should feel free to contact:

**Arkansas Insurance Department  
Consumer Services Division  
1200 West Third Street  
Little Rock, AR 72201-1904  
1-800-852-5494**